

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

December 10, 2007

**CHANGE NOTICE NO. 9
 TO
 CONTRACT NO. 071B1001726
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Integrus, Inc. 300 Concord Rd. Billerica, MA 01821	TELEPHONE (517) 327-2280 Renne Owings
	VENDOR NUMBER/MAIL CODE
Renee.Owings@bull.com	BUYER/CA (517) 241-7233 Joann Klasko
Contract Administrator: Reid Sisson FARSTAR/ESKORT Maintenance & Support – Department of Treasury	
CONTRACT PERIOD: From: August 17, 2001 To: September 30, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby INCREASED by \$200,000.00 for Optional Services consisting of customizations to the Eskort Software. All other terms and conditions remain the same.

AUTHORITY/REASON:

On 11/12/07, the State Administrative Board approved the increase. This change notice has been approved by DIT, DMB and the contractor.

INCREASE: \$200,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$4,177,332.98

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

December 5, 2007

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B1001726
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 327-2280
Integrus, Inc. 300 Concord Rd. Billerica, MA 01821 Renee.Owings@bull.com		Renne Owings
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-7233
Contract Administrator: Reid Sisson		
FARSTAR/ESKORT Maintenance & Support – Department of Treasury		
CONTRACT PERIOD: From: August 17, 2001		To: September 30, 2010
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby **INCREASED** by \$1,387,835.00 per the attached Integrus FARSTAR System Upgrade and conversion from Sysbase to MS SQL server, Change Request No. 07-01B dated 11/28/2007. All other terms and conditions remain the same.

AUTHORITY/REASON:

On 11/12/07, the State Administrative Board approved the increase. This change notice has been approved by DIT, DMB and the contractor.

INCREASE: \$1,387,835.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,977,332.98



November 28, 2007

Ms. Linda Pung, Information Officer
Department of Information Technology
DEPARTMENT OF TREASURY
7285 Parsons Drive
Lansing, Michigan 48922

**Re: FARSTAR SYSTEM UPGRADE AND CONVERSION FROM SYBASE TO MS SQL SERVER, CHANGE
REQUEST NO. 07-01B**

Dear Linda,

Integris Inc., doing business as Bull Services ("Bull Services"), is pleased to provide the attached Change Request (Change Request No. 07-01B), to the State of Michigan (the "State"), Department of Information Technology ("DIT"), to provide the following upgrade products and services related to the current FARSTaR/ESKORT applications, namely, Case Management & Tracking (CM&T), Field Audit Support, and Risk Analysis/Selection (Selection) - collectively, the "ESKORT Software".

The main elements of this Change Request include the following.

1. A description of the software, documentation, and services to upgrade all the ESKORT sub-systems making up FARSTaR to the newest standard versions of these sub-systems. In the case of the Selection Workbench application of the Selection System and the Audit Manager application of the CM&T System, this includes migration from Sybase RDBMS to SQL Server RDBMS.
2. A description of the services and related documentation to extend the standard upgrade to include functionality that is understood to be additionally important to the efficient operation of the Selection and Audit functions within Treasury/DIT. This extended upgrade includes:
 - A. Extensions to the Selection process to address specifically agreed-upon requirements.
 - B. Extensions to the CM&T workflow management to address specifically agreed-upon requirements.
 - C. Extended integration of the SAS Excel workbooks with the Audit Support System including automated transfer of Audit Result information and one-way hyper-linking from the Audit Support System to these workbooks.

Note: The above work will be performed as a single project. The total fixed price amount quoted herein is valid only if all items are purchased at the same time. If items are added or removed, those items purchased are subject to re-quote by Bull Services and the project schedule may change.

Bull Services believes that, by moving from a Michigan-specific version of the ESKORT Software to newer, standard versions of the relevant ESKORT Sub-Systems, the State will enjoy the use of a more stable operating platform, the ability to streamline their present selection and audit processing, and the realization of overall improvements based on the improved features and functions of the current standard versions of ESKORT CM&T, ESKORT Field Audit Support, and ESKORT Risk Analysis/Selection.

As you know, Bull Services is the only currently authorized supplier in the U.S. of these upgraded ESKORT Software Products and Services.

The upgraded ESKORT Software Products and Services defined in Change Request No. 07-01B will be performed under the terms and conditions of the FARSTaR/ESKORT Maintenance and Support Contract No. 071B1001726, which has previously been extended by the State through September 30, 2010.

The total fixed price for the FARSTaR upgrade defined by Change Request No. 07-01B is \$1,387,835.00 USD (exclusive of any and all annual maintenance charges). This price includes items that the State requested be removed from Part 2 (of Change Request No. 07-01) on October 5, 2007 (as reflected in Change Request No. 07-01A) and those that the State requested be added on November 9, 2007. The net summary of these changes, and their pricing impact, is explained below.

Change Request No. 07-01 of September 4, 2007 (including Base Upgrade + Extended Upgrade)	\$1,562,091 *
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Change Request No. 07-01A of October 9, 2007

Items removed from Part 2 (Extended Upgrade)

- 3.1.1 - The conversion of production data captured via the current Review Manager application
- 3.1.5 - Customize of Selection Designer to provide the capability to manage taxpayer lists
- 3.2.1.B - Specific audit update rights by auditor
- 3.2.1 C - One-way hyperlink.
- 3.2.3 - Save as
- 3.2.4 - Image server
- 3.2.5 - Add data items
- 3.2.6 - Book time against audit cases
- 3.3.2 - Configuration of revisions
- 3.3.4 - Role Editor
- 3.3.6 - Allow multiple roles
- 3.3.7 - Expiration date for "act-as" rights
- 3.3.8 - Expiration date for general access

(214,326)

Items added from Part 3 (Optional Enhancements) on November 9, 2007:	28,125
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- | | |
|--|--------|
| ■ 4.3.7 - Configure mechanism to retrieve and create taxpayer accounts | 11,945 |
| ■ 4.3.10 - Edit system tables | |

Total Fixed Price (Change Request No. 07-01B, November 28, 2007)	\$1,387,835
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*Reflects an adjustment in the Base fixed price of \$101,225 as a result of an error in calculating total labor effort needed to support Selection configuration. Only CMT (AMT) configuration and interfaces were estimated in the original base price of \$1,460,866.

If the State wishes to accept this Change Request 07-01B, Bull Services will be pleased to provide the products and services as described in the Change Request No. 07-01B upon the State's issuance to Bull Services of the following by December 15, 2007:

1. A Change Notice to the FARSTaR/ESKORT Maintenance and Support Contract Agreement No. 071B1001726 between the State and Bull Services, as amended by this Change Request No. 07-01B dated November 28, 2007, that references the FARSTaR/ESKORT Maintenance and Support Contract No. 071B1001726 including this Change Request 07-01B; and
2. A non-cancelable Purchase Order for \$1,387,835 (exclusive of maintenance) executed by the State and received by Bull Services no later than December 15, 2007. The Purchase Order must also include a reference to Change Request No. 07-01B and Contract Agreement No. 071B1001726.

This Change Request No. 07-01B replaces and supersedes Change Request No. 07-01A previously submitted by Bull Services to DIT in its entirety, EXCEPT for any references or sections relating to the provision of FARSTaR maintenance and support for a three-year period under Change Request No. 07-01, which terms and conditions shall remain in full force and effect.¹

This Change Request No. 07-01B is valid until December 15, 2007.

Thank you for your consideration of this FARSTaR/ESKORT Change Request No. 07-01B. If you have any questions, please feel free to contact me at the phone number or email at the bottom of the first page.

Best Regards,

Renee M. Owings
Michigan Business Director

¹ Bull Services received Change Notice No. 07 on October 1, 2007 authorizing the purchase of FARSTaR/ESKORT Maintenance and Support under Change Request No. 07-01 (for the period October 1, 2007 through September 30, 2010) and is awaiting the receipt of a Purchase Order for the same. However, in the event that the State does not issue a Purchase Order for the Upgraded ESKORT Software Products and Services described in this Change Request No. 07-01B prior to December 15, 2007, Bull Services retains the right to modify its price for continued FARSTaR/ESKORT Maintenance and Support to be performed after December 31, 2007.

Manager Signature:

ed to Bull Services:

ed By: _____

Summary Description of Change Request 07-01B to Contract No. 071B1001726

The Michigan Department of Treasury ("Treasury" or "Department") currently uses an information system they have named "FARSTaR" for the risk analysis/selection, tax audit, and audit case management functions within the Department. FARSTaR is based on three customized sub-systems of the internationally acclaimed ESKORT Compliance Solution ("ESKORT"), along with some custom applications (developed specially for Michigan) all of which were provided to Treasury and Department of Information Technology ("DIT") by Integris Inc., d/b/a Bull Services, ("Bull Services") and its sub-contractor WM-data Denmark A/S ("WM-data") - collectively termed the Supplier ("Supplier"), in the 1997/98 time frame.

Treasury/DIT has kept the FARSTaR system covered by an annual software maintenance agreement with the Supplier since it was first implemented, giving Treasury/DIT the right, not only to ongoing error corrections, but also to ongoing software upgrades to the newest versions of the three ESKORT sub-systems - Risk Analysis/Selection ("Selection"), Field Audit Support ("Audit Support"), and Case Management & Tracking² ("CMT" or "CM&T"). However, Treasury/DIT has never elected to install any of the available software upgrades since 2005.

Furthermore, over the years, in line with its evolving needs, Michigan has made a considerable number of customized modifications to FARSTaR making maintenance fairly complex and relatively expensive. At the same time, substantial advances have been made to ESKORT and can, today offer Treasury/DIT considerably more functionality and greater business, and more stability than the current implementation.

As a result, Treasury desires to upgrade the current FARSTaR system by upgrading the Michigan-specific versions of the three ESKORT sub-systems to the latest standard versions called ESKORT Standard Systems, eliminate various non-ESKORT components (including TeamMate), and make minimal enhancements to the standard system only where necessary to achieve enhanced business performance. The proposed upgrade is reflected in the following table:

ESKORT Sub-System	Current FARSTaR Version	ESKORT Standard Version
Analysis / Selection	1.0	2.0
Support	1.2 (was 2.3) ³	2.0
Management & Tracking	2.3	3.0

This Change Request 07-01B and resultant project plan have been estimated assuming a single, coordinated project that encompasses the entire scope of work defined in this document. Should any additional items be added or items removed from this scope of work, the Supplier reserves the right to adjust the price, the deliverable/milestone list, and the project plan.

The Standard ESKORT Risk Analysis/Selection System and ESKORT Case Management & Tracking System use SQL Server as the underlying RDBMS. Hence, the upgrade will also include the porting of these applications from the current Sybase RDBMS to SQL Server 2005. The SQL Server 2005 software licenses are not delivered as part of ESKORT and, hence, are not included in the scope of work defined

² CM&T was previously called Audit Management & Tracking

³ WM-data changed the version number scheme for Audit Support, so the current standard version 2.0 is actually a newer version than the former version 2.3 as noted by Treasury. Per the internal re-numbering scheme, version 2.3 was actually 1.2.

in this Change Order to be supplied by the Supplier. Consequently, the SQL Server 2005 software licenses will need to be acquired separately by Treasury/DIT.

In connection with the upgrade, it is Treasury/DIT's strategy to thereafter keep as close to the standard version of ESKORT as possible going forward. However, in order to address certain current operational needs and eliminate inconveniences in the current system, Treasury/DIT requires some degree of customization of the standard system. In keeping with Treasury/DIT's standardization strategy and in order to keep costs of maintenance down, these customizations will be kept to a minimum (i.e., only to those clearly identified in the recent Health Check study as essential, and confirmed by Treasury as part of the current scope of work and, as such, defined in this document). Such customizations have been detailed as some of the items in this scope of work. Furthermore, where possible the customizations will be incorporated in such a way as to become a part of the ESKORT Standard Systems in the future.

Upgrade to the Standard Risk Analysis/Selection system involves eliminating a number of non-standard Michigan-specific applications and replacing them with the newer ESKORT Selection Workbench application, and moving some processing formerly performed by one of these applications (the "Review Manager" component) into a workflow process within CM&T.

Upgrade to the Audit System will require significant reconfiguration of the system based on recent developments within the audit area. This involves upgrading the audit programs (to reflect those currently being used within the TeamMate environment) and replacing the internal ESKORT workpapers with those developed by Treasury/DIT using the latest version of Microsoft Excel. These workpapers are sometimes referred to as the Standard Audit Schedules ("SAS"), and they have been developed for Michigan's Single Business Tax ("SBT") and Sales & Use Tax ("S&U"). In the coming months, Treasury/DIT will also develop audit workpapers for the new Combined Business Tax ("CBT") tax type. Treasury/DIT has also developed, and wishes to retain, a process for pre-loading selected taxpayer and filed tax return information into the SAS workbooks with data from the Data Warehouse.

Bull Services has included in the scope of work, the conversion of certain information in the Selection and Audit Support systems (mainly information dealing with configuration and control parameters), and certain data from the current AMT database into the new CM&T SQL Server database. The details of these conversions can be found in Section 0 of this Change Request.

Over the years, Treasury/DIT has made some extensions to the configuration of the AMT component of FARSTaR. These extensions will be included in the configuration of the new standard version of CM&T as is. Among other items, this involves the workflows for:

- Voluntary Disclosures
- Hearing DIR
- Assistant Administrator Review

Bull Services and WM-data take no responsibility for resolving current problems and inconsistencies with these workflows as created by Treasury⁴.

ESKORT is a proprietary product and only WM-data (its owner) and Bull Services (the exclusive integrator for ESKORT in the USA) are authorized to work on the FARSTaR system. As a result, the upgrade services requested by Treasury/DIT can only be provided by Bull Services/WM-data.

⁴ Note: Services to address problems expressed by Treasury were removed from this Change Request at the request of Treasury. (Formerly 3.3, item #2).

Change Request Impact Review required?

Implementation Proposal dated:

Price adjustment or Contract change required?

X

Introduction & Structure of this Change Request

At the request of Treasury/DIT and per the provisions of the existing contract (Contract No. 071B1001726), the Supplier conducted an on-site review ('Health Check') of the current implementation of the FARSTaR system, along with the existing implementation of TeamMate and its integration with FARSTaR.

Ms. Linda Leng (Bull Services) and Mr. Marco Dijkstra (WM-data) conducted this on-site review from July 9 to July 11, 2007 at the Treasury/DIT Operations Center location.

The following individuals from Treasury/DIT participated in some or all of this review:

Marti Mancini, Kathryn Krause, Al Gonzalez, Jessica Mills, Narayan Sivaraman (DIT), Patrick Malloy (DIT), Lisa Usher (DIT), Douglas Schafer, Marci Husted, Susan Agee, Jill McDougall, and Joanne Miller.

The on-site review was followed-up by Treasury/DIT providing some additional requested information on current issues with the FARSTaR system and 'workarounds' they had developed to address those issues. Treasury/DIT provided a document entitled "Current FARSTaR Workarounds" on July 24, 2007. This document was reviewed by the Supplier, further comments/questions were given to Treasury/DIT, and the document was then reviewed during a teleconference on August 2, 2007. In addition, the Supplier provided a document that detailed issues identified during the previous Health Check in January 2005, and provided that document as well to Treasury/DIT. Treasury/DIT provided comments on this document to Bull Services on July 27, 2007, after which the Supplier made further notes and comments. This Health Check document was then reviewed and finalized during teleconferences on August 3 and 4, 2007.

Attending one or both of these follow-up and review teleconferences were:

Marti Mancini, Kathryn Krause, Jill McDougall, Marci Husted, Forrest Cumberworth, and Patrick Malloy (DIT), Lisa Usher (DIT).

In summary, the review concluded that by upgrading to the latest standard versions⁵ of the applicable ESKORT sub-systems (ESKORT Risk Analysis/Selection, ESKORT Case Management & Tracking, and ESKORT Audit Support), Treasury/DIT could streamline its present selection and audit processing, realize overall improvements based on existing features and functions of the standard systems, operate on a more stabilized platform, and with some limited customization of the ESKORT Audit Support System, retire the TeamMate system implementation.

The full analysis of the FARSTaR Health Check review will be provided to Treasury/DIT under separate cover.

Following the review, Treasury/DIT also provided some additional documentation to the Supplier - most notably a list of current 'problems' they were experiencing with the current FARSTaR system and the workarounds they had devised for dealing with those problems, along with documentation on their current workflows for Pre-Audit (i.e., Selection Review), Regular Audit, Voluntary Disclosure Audit, and Docket Closings. Resolution of many of the problems will also be realized by updating the FARSTaR system components to the most current releases of the standard system(s). Treasury/DIT also provided other requested information and answers to questions posed by the Supplier between August 2 and August 10, 2007⁶.

The above information, combined with further discussions held between Treasury/DIT and the Supplier leading up to this Change Request 07-01B, and with the known capabilities of the now current releases of the ESKORT Standard System for Risk Analysis/Selection, Audit Support, and Case Management & Tracking, comprise the basis for the submission of this Change Request.

⁵ Specific standard versions of the ESKORT system are identified elsewhere in this Change Request.

⁶ This information is not included herein and has been provided to Treasury under separate cover.

The main elements of this Change Request include the following.

3. A description of the software, documentation, and services to upgrade all the ESKORT sub-systems making up FARSTaR to the newest standard versions of these sub-systems. In the case of the Selection Workbench application of the Selection System and the Audit Manager application of the CM&T System, this includes migration from Sybase RDBMS to SQL Server RDBMS.
4. A description of the services and related documentation to extend the standard upgrade to include functionality that is understood to be additionally important to the efficient operation of the Selection and Audit functions within Treasury/DIT. This extended upgrade includes:
 - D. Extensions to the Selection process to address specifically agreed upon requirements.
 - E. Extensions to the CM&T workflow management to address specifically agreed upon requirements.
 - F. Extended integration of the SAS Excel workbooks with the Audit Support System including automated transfer of Audit Result information and one-way hyper-linking from the Audit Support System to these workbooks.

Note: The above work will be performed as a single project. The total fixed price amount quoted herein is valid only if all items are purchased at the same time. If items are added or removed, those items purchased are subject to re-quote by the Supplier and the project schedule may change.

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This section defines the scope of work for the FARSTaR Upgrade Project.

Selection

Software and related documentation

5. Supply and install the standard ESKORT Risk Analysis/Selection system Version 2.0, which will replace the current Michigan-specific version of the ESKORT based Selection System. ESKORT Risk Analysis/Selection Version 2.0 includes the following components:
 - A. ESKORT Designer (Selection);
 - B. ESKORT Console;
 - C. ESKORT Analysis Server;
 - D. Alarm Monitor;
 - E. Log Files Monitor;
 - F. ESKORT Selection Workbench;
 - G. Related ESKORT Services (Selection Services, Operation Services, and Configuration Services).

6. The following software components will be discontinued as part of this installation:
 - A. Taxpayer List Manager;
 - B. Profile Browser - note that the Selection Workbench will be configured to display observations and ranking scores from the risk analysis process;
 - C. Complexity Append Manager - it is recommended that complexity rules/scoring be integrated in the main knowledge base;
 - D. Upload Manager - it is recommended that Treasury/DIT use normal database tools/methods for extracting data from the new system and loading that information into the Data Warehouse;
 - E. Review Manager - this functionality is replaced by a combination of the ESKORT Selection Workbench and the Audit Manager application of the Case Management & Tracking System;
 - F. Parameter Value Manager - it is recommended that Treasury/DIT use normal database tools/methods for managing parameter values in the new system.

Services

The following configuration and conversion services will be provided:

7. The conversion of Parameter Values.

Note that no data from other sources will be converted. This includes results from the Risk Analysis process (residing in Sybase).

8. The configuration of the Michigan-specific attributes in the ESKORT Designer – i.e., Taxtype and Cite code.
9. The delivery of up to ten (10) sample ‘Step Templates’ to aid Treasury/DIT in the design and development of its own Step Templates for use in working with the taxpayer lists in the Selection Workbench. Treasury/DIT will be responsible for the development of additional Step Templates, as needed.
10. In addition to item 3 above, provide at least two (2) but not more than five (5) Step Templates to provide the following functionality within the Selection Workbench:

- A. Duplicate reviews (multiple Selectors are reviewing the same taxpayer).
- B. Review of previously rejected taxpayers (e.g., dependent on a ‘reason for rejection’ code).

Note Step Templates require data to be accessible through the SQL Server Results (Selection) database. It will be Treasury/DIT’s responsibility to make sure the necessary data is available, either through linking external tables (in the SQL Server database) or through replication of the necessary data elements into the SQL Server database. If additional Step Templates are needed, it will be the responsibility of Treasury/DIT to development them.

11. The configuration of lists and detail tabs in the Selection Workbench user interface. With respect to lists, the configuration is limited to the following:
 - One (1) (groupable) summary list (one row per taxpayer with key information);
 - One (1) (groupable) list with observations from the risk analysis process;
 - One (1) (groupable) list per tax type (maximum 4 lists) – for showing returns; and
 - One (1) (groupable) list tab with assignments in CM&T.

With respect to the HTML-based detail tabs, configuration is limited to the following:

- A. One (1) tab with general taxpayer information;
- B. One (1) tab with summaries (ranking scores) and details (observations) from the risk analysis process; and
- C. One (1) tab with assignment details from CM&T.

Note that data to be presented in all lists will be accessible through the SQL Server Results (Selection) database only (either directly or via ‘links’ or replication). Making the necessary data available from the SQL Server database will be the responsibility of Treasury/DIT.

Data to be presented on tabs can be retrieved from the SQL Server Results (Selection) database and any other accessible ODBC compliant data source.

12. The configuration of an additional text-attribute in the rule definition editor within the ESKORT Designer. This text-attribute will be used by Treasury/DIT to write a brief description of the rule change each time a change to a rule is made (i.e., change log).
13. The development and addition of an enhanced overlapping period handling option within the standard ESKORT Risk Analysis/Selection System that will enable Treasury/DIT to choose the enhanced option or chose one from among the existing four methods for handling overlapping periods and the method used in the current FARSTaR System.
14. Customization of the Selection Designer to provide the capability to manage parameter values.
15. Knowledge transfer to Treasury/DIT personnel the information needed to extend (to a limited extent) the delivered CMT List and Tab configurations. This transfer is predicated on Treasury/DIT personnel with skills and knowledge of SQL and XML being available (during defined periods within the project schedule) to receive this knowledge transfer during the course of the project.
16. Provide the following on-site training for up to ten (10) Treasury and DIT staff:
 - A. Knowledge Engineering/Risk Analysis (Designer, Console, Analysis Server) including a demonstration of how the Calculation Log works and how "Average Time Per Taxpayer" is calculated, stored and displayed- duration 2 days.
 - B. Case Selection (Selection Workbench, Audit Manager) - duration 2 days,
 - C. Step Template development (Selection Workbench) - duration 2 days.

NOTE: There are no services included for conversion of current Result Sets in the Sybase database to the new SQL Server database. It is recommended that Treasury/DIT put any historical data from the current FARSTaR Selection system (e.g., historical Results Sets) into data structures, as defined by Treasury/DIT, in the Data Warehouse ("DWH").

Audit Support

Software and related documentation

17. Supply and install the standard ESKORT Audit Support System Version V2.0, which includes the following applications/components:
 - A. ESKORT Designer (Audit Support);
 - B. ESKORT Audit Assistant;
 - C. ESKORT Audit Organizer (including Time and Expense Registration);
 - D. Retrieval Server;

- E. Results Server;
- F. Updater Server; and
- G. Related ESKORT Services (Repository Services).

18. The following software components will be discontinued as part of this installation:

- A. Image Server.
- B. Synchronization Server.

Services

The following configuration and conversion services will be provided:

- 19. The conversion of Treasury/DIT's current ECF configuration (configuration.xml) for use in the standard system (if required) – the background for this is that Treasury/DIT wishes to use their current ECF configuration as a starting point.

Note there are no 'data conversion' services for Electronic Case Files.

- 20. Provision of the know-how for DIT to retrieve the unique taxpayer identification from an internal document in the ECF. This functionality is needed so that the current Excel workbook 'file naming' and 'file name parsing' can be simplified (by Treasury/DIT) and so that the DIT can still know the taxpayer ID for the data they need to extract from the DWH to pre-populate the Excel workbooks.

Note that DIT is responsible for making the necessary changes to the DLL. To facilitate DIT's undertaking of these changes, the mechanism to locate the taxpayer identification from the ECF will be documented.

- 21. Adaptation of Audit Organizer to include expense report functionality. Although the user interface will differ from Treasury's current implementation, the feature will, at a minimum, allow registration of the same expense attributes.

Note that for the reporting (i.e., 'registration') of time, the standard time registration feature in the ESKORT Audit Organizer is available. With respect to attributes that can be captured, there are two differences compared to Treasury/DIT's current time registration facility:

- A. The standard time registration feature has no attribute for 'Sub Activity', therefore Treasury/DIT will need to merge this sub activity with the (main) activity attribute; and
- B. The standard time registration feature has a single check box to indicate whether the activity in question was performed at the office. This 'check box' will replace the current drop down list, so Treasury/DIT will have to defined define policy for how this attribute is used.

Note that Treasury/DIT currently has a customization for 'moving hours' – primarily among assignments of the same primary auditor. This 'move hours' feature will not be

available in the ESKORT Audit Support V2.0. The standard time registration feature, however, allows auditors to correct time sheets (redistribute hours) and resubmit them if required.

22. Customization of the ESKORT Audit Support System that will enable the required integration of the Excel-based SAS audit schedule workbooks within the ECF. This includes the following:

A. The capability to transfer "audit result" information from the Excel workbook into a Treasury/DIT configured internal document within the Electronic Case File, so that the data can be further extracted from the ECF and moved to the CM&T database using the Treasury/DIT configured and standard ESKORT Retrieval Server processing.

Note that this mechanism requires configuration and maintenance by Treasury/DIT of the following elements:

- 1) The configuration of the tab (i.e., worksheet) within the Excel workbook that will contain the data that is to be transferred;
- 2) The configuration of the internal document (i.e., Basic Data Document) within the ECF configuration, that will contain the information transferred from Excel;
- 3) The user interface and related VBA code in Excel workbook that will do the actual transfer of the data from Excel to the basic data document in the ECF. Once Treasury/DIT defines the worksheet that will hold the data, and configures the basic data document in the ECF that will receive the data, the Supplier will develop the user interface and the VBA code in one of the Excel workbook templates. The Supplier will then provide the VBA code and related documentation, and Treasury/DIT will insert the VBA code in the remaining Excel workbooks. Thereafter, Treasury/DIT will be responsible for on-going maintenance of the VBA code. Technical documentation will be provided by the Supplier.

Once information has been transferred to the ESKORT Basic Data Document, the standard Result Server functionality (as configured by Treasury/DIT) can be utilized for extracting the information from the ECF and placing it in the CM&T 'results' tables in the database.

B. The capability for the auditor, within a given Electronic Case File, to establish a one way 'hyper-link' from an auditor's note to a specific cell in an Excel worksheet within the workbook.

An auditor's note is the short text written by the auditor during the audit using the specialized 'Note Editor' in ESKORT Audit Assistant application. A note is typically attached to an item in the Audit Plan.

Note that when the hyper-link is selected, the Excel workbook will open in a separate window so the 'from' location in the Audit Plan will still be visible in its own separate window (which means that an explicit hyper-link to jump back is not necessary).

C. The capability to preserve the 'hyper-link' from the auditor's note to the specific cell in an Excel worksheet when the auditor's note is extracted and assembled into the Audit

Narrative Report⁷ as a Microsoft Word document. If the Audit Narrative Report is opened in MS Word from within the ECF, then the 'hyper-link' will take the reader to the specified location in the Excel workbook that is also present within the ECF.

Note that, as each of these documents will exist in separate windows, the original reference (from the Audit Narrative Report) will be preserved until the reader closes that window.

Note that the auditor will be able to save the Audit Narrative Report and include it as an external document within the ECF - thus preserving the 'hyper-links'. Note also that, if the Audit Narrative Report is separated from the ECF, and/or the Excel workbook is separated from the ECF, the hyper-links will not be preserved. For example, if the auditor sends, via e-mail, the MS Word document and the Excel workbook, the hyper-links will no longer work.

23. A customization to allow all elements in an Audit Plan to be included in the Audit Narrative Report. Whether Audit Notes are included in the Narrative Report can depend on a 'check box' related to the Audit Note itself. Generation of the Audit Narrative Report will be based on the same mechanism as the 'Print Preview' of any information from the ECF, and will be configured by Treasury/DIT. The information in the Audit Narrative Report generated in this manner can include:

- A. In-line notes;
- B. 'Attached note' documents; the contents of these will be included directly in the resulting 'print view';
- C. Other attached documents; these will be included with a name and reference allowing the attached document to be opened when the Audit Narrative Report is open within context of the Electric Case File.

24. The Supplier will provide System's Integration labor for the following:

- A. Configuration of Retrieval Server for the population of ESKORT internal documents in the Electronic Case File. This DOES NOT INCLUDE the population of the Excel workbooks (i.e., SAS) - which will continue to be the responsibility of Treasury/DIT. The Excel workbooks are not considered to be ESKORT internal documents.
- B. Configuration of Results Server for the extraction of data from ESKORT internal documents and placement in the CM&T database. This DOES NOT INCLUDE the extraction of data from the Excel workbooks for placement in one or more of the ESKORT internal documents. See item 4.A in this section for details.
- C. Knowledge transfer of Retrieval Server and Results Server configuration to Treasury/DIT to facilitate Treasury/DIT personnel's understanding of how to modify these configurations in the future. This work is dependent on Treasury/DIT providing personnel skilled and knowledgeable in SQL and XML development to receive this knowledge transfer during defined periods during the course of the project.

⁷ The Audit Narrative Report is the document intended for management. It gives a summary of the audit steps and the findings as described by the auditor(s) in the Audit Plan.

25. Provide the following on-site training for up to ten (10) Treasury/DIT staff:

- A. Electronic Case File (ECF) configuration (i.e., Designer (Audit Support)) - 3 days;
- B. Retrieval Server/Result Server configuration - 3 days.

The training sessions have the general aim to refresh Treasury/DIT's knowledge regarding ESKORT Audit Support configuration. Some specific topics applying to Treasury's situation may include:

- A. Removal of ESKORT periodic documents from the current ECF configuration;
 - B. Having audit documents for multiple tax types in one ECF - note that this situation is similar to Treasury's current implementation;
 - C. Introduction of new data elements in the ECF (such as 'Audit Method', 'ACL used', 'Data Extracted Date');
 - D. Retrieval of taxpayer identification from the ECF (needed by the MDT-developed DLL for populating the Excel workbooks as discussed above);
 - E. Expansion of the Audit Plans within the ECF, including Auditor Guidance text, controlled modifications to Audit Plan instances (within an ECF), auditor 'check off' boxes, and potentially supervisor review 'check off' boxes;
 - F. Configuring the types of files that can be attached to the ECF (i.e., PDF, JPG, XLS, etc.);
 - G. Inclusion of SAS Excel workbooks in the ECF configuration;
 - H. Cloning and modifying of Excel workbooks and Audit Plans in the ECF - needed when several auditors are working on the same audit (i.e., Group Audits);
 - I. Configuration of output (print) views/reports (specifically the narrative report based on the Audit Plans and notes entered into the ECF by the auditor);
 - J. Time reporting (including moving hours) and expense reporting;
 - K. Configuration of icons and 'tool' menu items to launch applications external to ESKORT, e.g., Outlook, FileNet viewer, IE with URL to internal or external references.
26. Provide up to twenty (20) hours of consultation time to assist Treasury/DIT in defining the approach for making the transition from the present FARSTaR Audit Support system to the new upgraded system. Treasury/DIT will have to define and implement a policy for making the transition from the old to the new, which may require manual processing.

Note, with respect to Audit Support, Treasury's request to exclude item 3.2.1B (numbering from the Change Request 07-01) (Specific update rights by auditor) means that group audits will have to be handled in a more manual fashion. For example, Scenario 1 (as set forth in the Change Request 07-01) will be more difficult to handle, since the Update Server in the current

version of the standard system does not have the ability to distinguish who is working on what tax type when doing the update, with the consequence that all documents will be updated. Also, this is true for tax types that the updater is not working on (the update mechanism of the current FARSTaR system does take into account who is working as primary auditor on a tax type). Working with the new version will require that two auditors working on the same taxpayer, but on two different tax types, will have to manually merge their work before updating the master file. Otherwise, each other's work may be overwritten. In Scenario 2 (as set forth in the Change Request 07-01), the additional auditors cannot use the master file to synchronize their work, since they would then risk overwriting each other's work. They would have to exchange the documents by other means (mail, place on the network, USB, etc.) and provide the primary auditor with all the documents for him/her to update the master.

Case Management & Tracking

Software and related documentation

27. Supply and install the standard ESKORT Case Management Standard System Version 3.0, which will replace the current Michigan-specific version of the Audit Management & Tracking system (AMT). This includes the following applications/components:
 - A. ESKORT Audit Manager;
 - B. ESKORT Administrator;
 - C. ESKORT Inventory Analyzer;
 - D. ESKORT Configuration Manager;
 - E. Case Management Services.

Services

As part of the upgrade project, the following configuration and conversion services will be provided.

28. Configure the standard CM&T system to match Treasury/DIT's current implementation as it supports Field Audit as of the date of this Change Request. This includes the extension of the workflow for Selection. See item 2 below. This involves:
 - A. Taxpayer, Account and Assignment fields/properties - the standard system will be configured with the same properties as Treasury's current taxpayer, account and assignment level properties;
 - B. Audit workflow (i.e., states, events, transitions) - the standard system will be configured with the same workflow as in Treasury/DIT's current implementation (including extensions made by Treasury/DIT since the original configuration);
 - C. Actions (transfer, edit, list) - the standard system will be configured with the same transfer, edit and list actions as the actions in Treasury/DIT's current implementation including extensions made by Treasury/DIT since the original configuration;

- D. Lists and tabs – the standard system will be configured with the same lists and tabs as in Treasury/DIT’s current FARSTaR implementation.
- E. Audit Support integration – the current interfaces with Audit Support (e.g., when electronic case files are generated, how case file version dialogs are displayed, when are audit results are transferred to the CM&T database etc.) will be the same as in Treasury/DIT’s current implementation (including extensions made by Treasury/DIT since the original configuration).

Note, however, that small adjustments may be made to resolve the Audit Support integration issues related to the workflow extensions that Treasury/DIT made to the original workflow.

Note: The system **will not** be configured to have a ‘case file snapshot’ feature (currently part of Treasury/DIT’s implementation). Instead, information about the taxpayer will be available through the ESKORT Selection Workbench lists and details view.

- 29. Extend the CM&T configuration related to Selection. Note that finalization of case selection is moved from the Risk Analysis/Selection system (where it is handled currently with Review Manager) to the Case Management & Tracking System (where it will be handled by the Audit Manager for Selection). Treasury/DIT has provided the Supplier with flow charts, drawings, and other brief textual descriptions of their current work processes that will serve as the basis for the new configuration in CM&T. The CM&T configuration is assumed to be a relatively small extension to Treasury/DIT’s current AMT workflow.

This covers the following:

- A. Extend the workflow to cover the work performed by the Selection staff. It is assumed that this extension will be relatively small (maximum 7 new states and related transitions);
 - B. Configure all necessary dialogs to create and edit assignments;
 - C. The configuration, with the ESKORT Administrator, to include establishing Selection staff. It is assumed that “Selection staff” will be a single hierarchy that is comprised of a single (central) Selection team that is headed by a Selection Supervisor.
- 30. Configure the ability to assign a different primary supervisor and/or primary auditor to a case after the audit has started. This is most specifically to address audit cases that are re-opened for some reason, and the original auditor and/or supervisor are no longer in the organization. The new primary supervisor and/or auditor need to be able to potentially make modifications to the original audit results. When modifications are made to the audit, care must be taken by Treasury/DIT to ensure that changes to audit results are properly transferred from the Excel workbook(s) to the internal document in the ECF (by the newly assigned primary auditor and/or supervisor), and subsequently to the CM&T database (by Result Server processing) – avoiding possible ‘incomplete processing’ problems.

31. Configure alternative(s) to Treasury/DIT's current Toolkit⁸ functions. This applies to:
- A. Purge assignments (i.e., logically delete);
 - B. Delete old purges assignments (i.e., physically remove from the database);
 - C. Move assignment to another account;
 - D. Change TaxpayerID for a taxpayer;
 - E. Change AccountID for an account;
 - F. Change AccountID for all lists;
 - G. Change taxpayer name at account level;
 - H. Change taxpayer name at taxpayer and account level.
32. The following toolkit functions are obsolete as these functions can be performed in the new Administrator application without configuration:
- A. Move auditor to another supervisor;
 - B. Move supervisor to another manager;
 - C. Replace group manager;
 - D. Replace supervisor.
33. Configure the Administrator application - allowing Treasury/DIT to build, maintain, and manage the user hierarchy. This will include a sub-hierarchy for Selection staff.
34. Configure the capability to open an audit as 'read only' from an Audit Manager list (i.e., from CM&T, without the need to do this from Audit Organizer). When a case is opened as 'read only' a copy of the ECF is placed in a temporary folder on the individual's PC, and then that file is 'opened' for viewing in Audit Assistant.
35. Configure the capability for auditor, supervisor, and manager roles to be able to download the case file master to their local repository and create a work copy from an Audit Manager list (i.e., from CM&T). In this case, the end-user expects that one or more copies of the ECF will be saved in Audit Documents folder on their individual PC, and normal file management practices will be followed by the user to manage which case files should be deleted from the PC when they are no longer needed.
36. Configure the capability to add auditors to a case from any team for GroupAudits - as is currently performed in the Treasury/DIT AMT configuration.

⁸ The Toolkit functions were a set of special purpose programs created by the Supplier to do specific functions needed at the time. Many/most of these functions are now supported by features in the ESKORT Standard System.

37. Convert production data currently residing in Treasury/DIT's AMT database (i.e., the Sybase database) to the new CM&T database (i.e., the SQL Server database). This covers the following data:

- A. Users, roles and actions;
- B. User hierarchy (groups and group memberships, incl. SupervisedGroupCounty table);
- C. Assignments and assignment history;
- D. Assignment results;
- E. Time registrations (as synchronized from the Audit Reports database - to which time sheets are submitted using the Audit Organizer).

Note that "observation information" currently residing in Treasury/DIT's AMT database will not be converted (AssignmentObservationInfo table).

38. Configure up to five (5) additional case properties (such as Audit Type, Audit Method, and Reason for Rejection).

Note that Treasury/DIT expressed that values for some properties may come from the ECF. With regards to this, note that 1) how to populate elements in the ECF (Retrieval Server); and 2) how to extract their values (Result Server) are covered in training discussed in Section 0 Services.

39. For Selection, configure a case property to hold the Selector's notes to the Auditor (free text).

40. Provide up to twenty (20) hours of consulting assistance to facilitate Treasury/DIT's conversion of their current reports built with Crystal Reports. Treasury/DIT personnel responsible for Crystal Report development must attend the training on Inventory Analyzer 'view' creation discussed previously so they are familiar with the CM&T data model.

41. Provide up to five (5) sample 'lists' in the Inventory Analyzer application.

42. Configure an action to automatically retrieve and create taxpayer accounts. Perform specific SQL programming, including the event triggers to invoke the program code, to create the Taxpayer Account data structures in the CM&T database for those taxpayers who have been selected for audit. Note that the Taxpayer Account data structures are needed so that the inventory assignment for the audit can be linked to the Taxpayer Account. Data for the Taxpayer Account data structure may come from the Selection database.

Note: this functionality will be similar to the feature in the Review Manager where accounts were created automatically for added taxpayers.

43. Provide customization to allow some system tables to edit in a more controlled manner - not using Sysop as today (e.g., editing the SupervisedGroupCounty table). Perform specific programming will be performed to provide an add/change/delete user interface and validation logic for the editing of system tables such as the 'SupervisedGroupCounty' table. This specific

programming will also include the security for allowing only authorized persons to do this type of editing.

44. Transfer knowledge to Treasury/DIT personnel of the information needed to extend (to a limited extent) the delivered CMT List and Tab configurations. This transfer is predicated on Treasury/DIT personnel with skills and knowledge of SQL and XML being available to receive this knowledge transfer during defined periods during the course of the project.

45. Provide the following on-site training to up to ten (10) Treasury/DIT staff:

A. CM&T Configuration - customer capabilities (user interfaces and other customer configurable aspects) - duration 2 days;

B. Administrator (building and maintaining the user hierarchy, creating users, managing roles, actions, act as) - duration 2 days;

C. Inventory Analyzer End User - duration 1 day;

D. Inventory Analyzer Database 'View' creation - duration ½ day (Note: this is limited to a review of the CM&T data model; it is assumed that the DIT personnel who will create the 'views' to be used by Inventory Analyzer are already experienced with creating SQL Server database 'views', as well as DIT personnel who will be responsible to the redevelopment of Crystal Reports).

E. Inventory Analyzer Administration (create and save lists) - duration 1 day.

In addition, the training may cover some Michigan-specific additional topics such as handling 'out-of-sync' situations.

Project Organization

The Supplier recommends the following structure for the overall management and execution of the FARSTaR Upgrade Project:

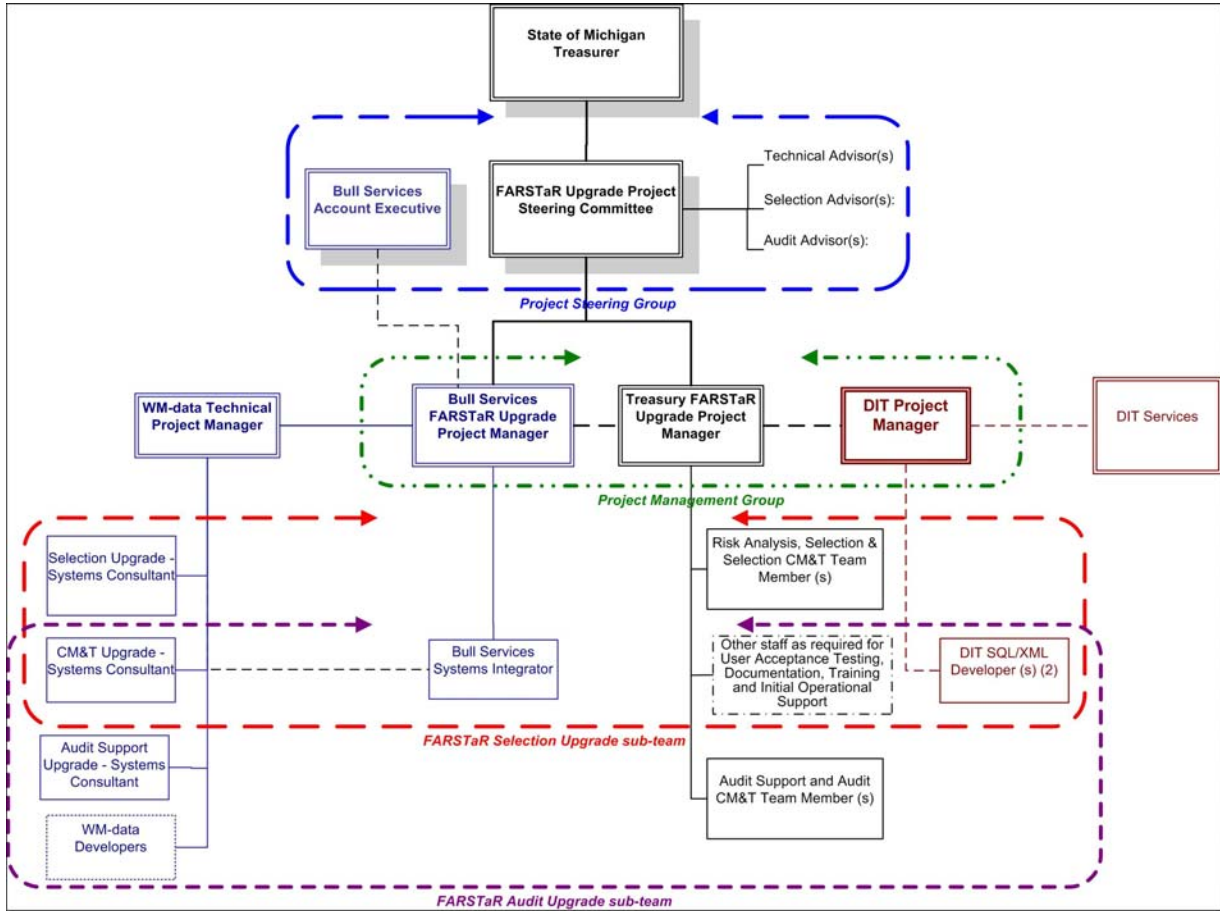


Figure 1 - Organization Chart for FARSTaR Upgrade Project

In relation to the above diagram, it should be noted that the designations in the boxes refer to project roles and not necessarily to individual persons. This means that a single person could fulfill more than one (1) role on the project.

Project Steering Committee

The FARSTaR Upgrade Project Steering Committee should be comprised of senior leadership members from both Treasury and DIT, with direct operational responsibility for the Selection and Audit functions. In addition, the Bull Services Account Executive will attend Project Steering Committee meetings as requested. The Project Steering Committee will provide the overall direction for the project, and make management decisions that are brought to their attention by the Project Management Group.

The Project Steering Committee may call upon advisors from the various functional areas of Discovery, Selection, and Audit and other operational and technical advisors, as deemed appropriate.

It is expected that the Project Steering Committee will meet several times over the course of the project, the first time during a Project Kick-Off Meeting, two to three more times during the course of the project to monitor overall status, and the last time during a final briefing before deployment of the upgraded system.

Project Management Group

The Project Management Group is responsible overall for the conduct of the project and for those activities that are specific to the respective entities involved. The Project Management Group consists

of three principal managers – the Bull Services Project Manager, the DIT Technical Manager, and the Treasury Project Manager.

The Bull Services Project Manager will be responsible for:

1. Preparing and maintaining summary and detailed project plans (in cooperation with the DIT Project Manager)
2. Preparing and issuing periodic Project Status Reports (in cooperation with the DIT Project Manager)
3. Preparing and delivering documentation and presentation materials for Project Steering Committee meetings
4. Maintaining and tracking any Project Issues that Require Management Action (see Appendix D – Issue Management).
5. Maintaining and tracking any Project Change Requests (see Appendix D – Change Management). (Note that Appendix C contains Bull Services' typical Change Control Process).
6. Following, in cooperation with Treasury/DIT project management, the State's PMM and SEM methodologies (see Appendix D – Project Management and Software Engineering Methodologies), as may be amended and agreed upon by DIT and Bull Services. (Note: Bull Services and DIT will review the PMM and SEM methodologies at the start of the project to determine what parts of the State's methodologies will apply, what parts do not apply, or what parts will be amended and apply to this project, provided that the State's methodologies do not conflict with the Supplier's methodologies. Any additional deliverables and/or work to be provided by the Supplier will be identified and their inclusion in the project will be handled through the Change Management process, with a corresponding services price estimate.)
7. Submitting all formal deliverables to Treasury/DIT for their review and approval, and
8. Securing approvals and acceptance from Treasury/DIT for any items that constitute invoice milestones.

The DIT Project Manager will be the primary person responsible for overseeing the work performed by the Supplier, managing DIT project personnel and organizational units in support of the project, and coordinating project activities with the appropriate Treasury business units. The DIT Project Manager is expected to be available to work on the FARSTaR Upgrade Project on a near full-time basis (approximately 30 hrs per week) over the project duration.

The Treasury Project Manager will be responsible for overseeing and managing all Treasury project personnel and other supporting business units and subject matter experts as required. The Treasury Project Manager is expected to be available to work on the FARSTaR Upgrade Project on a near full-time basis (approximately 20-30 hrs per week) over the project duration.

The WM-data Technical Project Manager will be responsible for supporting the work of the Project Management Group by coordinating the work of the Technical Consultant(s) provided by WM-data, and for any work performed at the WM-data facilities in Europe.

DIT Services should be available to confer with the Project Management Group, as needed.

Remaining Supplier Team Members

As depicted in the organizational chart, the Supplier will provide System Consultants and Systems Integrators to undertake the Supplier tasks associated with training Treasury/DIT personnel, upgrading, configuring, and customizing the new standard versions of ESKORT Risk Analysis/Selection, ESKORT Audit Support, and ESKORT Case Management & Tracking as defined in this Change Request. WM-data will also provide Application Experts and Developers in their European facilities to perform all agreed development work as identified by WM-data.

Remaining Treasury Team Members

Treasury will assign two (2) to three (3) individuals who have experience with the current Selection and candidate review procedures in place today, along with DIT personnel who are experienced with SQL and XML. These individuals, along with Supplier personnel, will be collectively referred to as the Selection Upgrade sub-team, and they will be responsible for the specification, configuration, conversion, customization, and testing of the upgraded Selection system, including the supporting CM&T workflow for Selection.

Treasury will also assign two (2) to three (3) individuals who have experience with the Audit Support 'Designer' tool, and who are familiar with the configuration of the SAS Excel workbooks and the Audit Plans as implemented in TeamMate, along with DIT personnel who are experienced with SQL and XML. These individuals, along with Supplier personnel, will be collectively referred to as the Audit Upgrade sub-team, and they will be responsible for the modifications to the ECF configuration that are part of this project and the specification, configuration, customization, and testing of the CM&T workflow(s) in support of Audit.

For both Selection and Audit, Treasury will supply additional personnel to assist with User Acceptance Testing, development of End-User Documentation, End-User Training, and post-implementation end-user support.

While not shown on the organizational chart, Treasury may also call upon various personnel in the Department to provide their knowledge, input, or to review configurations and provide observations with respect to the design of the upgraded FARSTaR system.

Treasury personnel working on the Selection and Audit upgrades should be available to work on the FARSTaR Upgrade Project at various times on a near full-time basis (approximately 30-40 hours per week) or as required by the detailed project plan.

Remaining DIT Team Members

With respect to the personnel provided, DIT will also provide at least 2 technical staff (developers) who are knowledgeable in SQL Server 2005, SQL coding and XML/XSL, as well MS Server 2003 and IIS. At least one of these individuals should also be familiar with the Data Warehouse and its contents with respect to Treasury/DIT and Taxation. These individuals will be assigned to perform selected design, development, configuration support, testing, and user acceptance testing support, and to support DIT's rollout of the upgraded FARSTaR system in production.

DIT will also provide server operations staff to install server-based software and to run the various FARSTaR platforms (Development, Test, Training, and Production). (See also Section 3.3.1 for additional DIT responsibilities related to providing the FARSTaR platforms and their initial installation, etc.)

The DIT development personnel should be available to work on the FARSTaR Upgrade Project on a variable part to full-time basis (20-40 hours per week) or as required by the detailed project plan.

DIT Services should also be available to support the FARSTaR Upgrade Project per the project plan, and incorporate the server administration work into their daily/weekly workload as needed.

Forms of Cooperation

The configuration work in the project will mainly be carried out at the State of Michigan, Operations Center located in Diamonddale, MI. Most, if not all, of the conversion development and customization will be performed at WM-data's European offices. When working on-site at the Operations Center, it would be most beneficial if the Supplier team members were located in adjacent cubicles, near the Treasury and DIT project team members.

It should be emphasized that, with the exception of some limited aspects of the initial technical configuration of the system, which will be the responsibility of the Supplier (and Treasury/DIT for the Audit Support portion of the configuration), the establishment of Michigan-specific configurations will ultimately be the responsibility of Treasury/DIT - after the provision of training, knowledge transfer, and support from the Supplier as defined in this Change Request.

The reasons for this separation of responsibility are:

46. The "configurations" are the carriers of the Michigan specific parts of the systems, data, procedures, and functionality which implies that ultimately detailed decisions and resulting actions should be made by Treasury along with supporting DIT resources; and,
47. Treasury/DIT has the objective of being as autonomous from the Supplier as possible with respect to maintaining, changing, and extending the FARSTaR system in the future. Therefore, having Treasury and DIT personnel do some work associated with the upgrade itself, with the coaching and mentoring of the Supplier, will put Treasury and DIT in a better position to maintain, change, and extend FARSTaR after the Upgrade Project is completed.

Skills/Roles of State Personnel

DIT Project Manager

The DIT Project Manager should be:

48. Generally, familiar with the Selection and Audit processes in Treasury, and should be prepared to become familiar with the overall architecture of the ESKORT Standard System Components from a functional and high-level technical point of view.
49. Generally familiar with MS Windows Server 2003 OS, IIS, HTTP, SMTP, SQL Server 2005 RDBMS, SQL, XML, XSL/XSLT, VBA and other base technologies with which ESKORT is built.
50. Able to contribute to detail planning of DIT responsibilities and ensure that DIT resources are assigned and contributing to the upgrade project per those plans, and interface with the Treasury Project Manager for those activities needing the cooperative efforts of Treasury and DIT personnel.
51. Able to interface with DIT Services to ensure that ESKORT platforms (hardware and system software) are installed and functioning and that network connectivity is installed and operational.
52. Able to secure, coordinate, and manage the participation of other Michigan technical resources as required for this Change Request (e.g., technical resources for the FileNet image database, VPN provision, DWH access, Michigan e-mail, Michigan network configuration, Michigan Help Desk, etc.).

53. Fully familiar with the State's PMM and SEM methodologies.
54. Able to contribute to the detail planning of project activities and tasks. (Note: The Bull Services Project Manager will maintain the detailed project plan).
55. Able to contribute to the writing of periodic status reports and management presentations.
56. Able to assemble others within DIT for reviews of configurations and collect observations and feedback with respect to improvements and changes.
57. Able to represent the FARSTaR Upgrade Project to the Project Steering Committee at periodic status meetings.

Treasury Project Manager

The Treasury Project Manager should be:

58. Generally knowledgeable of the current FARSTaR and TeamMate implementations for Selection, Case Management, Audit and the Appeal/Hearing process;
59. Able to direct the work of the Treasury/DIT FARSTaR configurators, and interface with the DIT Technical Project Manager for those activities needing the cooperative efforts of Treasury and DIT personnel;
60. Able to contribute to the detail planning of project activities and tasks. (Note: The Bull Services Project Manager will maintain the detailed project plan);
61. Able to contribute to the writing of periodic status reports and management presentations;
62. Able to assemble others within Treasury for reviews of configurations and collect observations and feedback with respect to improvements and changes;
63. Able to represent the FARSTaR Upgrade Project to the Project Steering Committee periodic status meetings.

Treasury Selection and Audit sub-team Members

Treasury sub-team members should collectively (meaning that not every person must have all capabilities) be:

64. Familiar with the configuration capabilities in the current FARSTaR Audit Support Designer tool (i.e., XML and XSL configuration);
65. Knowledgeable of the desired work practices within the Department;
66. Familiar with data sources within the Department, such as the Data Warehouse, and the detailed data contained therein that is of interest to audit selection and audit;
67. Able to define in detail, the requirements for the Audit Manager user interface in terms of roles, hierarchies, lists and actions, etc.;

68. Able to define in detail, business data needed in the Audit Support Electronic Case File ("ECF") and the CM&T database, and business rules that will need to be implemented to manage the integrity of the inventory assignment, audit case files and control the workflow within the CM&T system;
69. Able to define the User Acceptance Test Plan, test cases and test scripts that will need to be run during User Acceptance Testing;
70. Be able to contribute to and support the User Acceptance Testing;
71. Be able to direct the work of others in the preparation of FARSTaR specific user documentation, on-line help files and training materials;
72. Be an implementation 'champion' within their respective organizational units.

DIT SQL/XML Developers

The DIT SQL/XML developers should be:

73. Technically skilled in MS Server 2003 OS, IIS, HTTP, SMTP, SQL Server 2005 RDBMS, SQL (including Transact SQL and Teradata SQL), XML, XSL/XSLT, MS Access, Visual Basic, Excel (and related VBA), Microsoft Word (and related VBA), DLL's, State of Michigan's network architecture, State of Michigan's email system, FileNet, servers and clients at system administrator level, and other base technologies with which ESKORT and the FARSTaR application is built;
74. Technically familiar with data sources within the Department, such as the Data Warehouse, and the detailed data contained therein that is of interest to audit selection and audit;
75. Able to do software development using SQL programming syntax;
76. Able to do software development using XML and XSL syntax, XSLT;
77. Able to do software development using VBA;
78. (if required by Treasury) Able to put the ESKORT software elements (source, object code, configuration files, scripts, etc.) under software control/configuration management per DIT standards;
79. Able to extract data from the SQL Server database and provide it to other Treasury systems as required (ex. the Data Warehouse);
80. Able to provide support to Treasury personnel for reporting from the FARSTaR system's SQL Server database (e.g., 'view' creation, report definitions in Crystal Reports, etc.);
81. Able to learn and understand the work of Treasury in the areas of Selection, Case Management and Audit.

DIT Services

DIT Services should be:

82. Technically knowledgeable in MS Windows Server 2003 OS, IIS, HTTP, SMTP, SQL Server 2005 RDBMS installation and administration, the State of Michigan's network architecture, Wintel servers and clients at system administrator level, and other base technologies with and upon which ESKORT and the FARStAR application are installed;
83. Able to direct the work of the Server Operations Staff with respect to the installation, system's administration, back-up, recovery, security and other normal operational aspects of Wintel server operations per State of Michigan standards and policy;
84. Able to advise the Project Management Team and the Bull Services Project Manager with respect to detailed project planning of ESKORT installation activities;
85. Able to monitor the procurement status of State supplied hardware (i.e., Wintel server(s)) and system software (e.g., MS Server 2003 OS, SQL Server 2005, anti-virus software, etc.);
86. Able to provide the Supplier's consultants with the specific details needed for network connections (local LAN and internet), DNS naming, SMTP Server addresses, etc.
87. Technically skilled at the installation and set up of back-up and recovery software as supplied by the State;
88. Able to do the installation of the ESKORT System and related elements (e.g., configuration files, scripts, etc.);
89. Able to monitor system log files and identify potential problems;
90. Able to monitor ESKORT log files and identify potential problems;
91. Able to monitor network traffic and identify potential problems;
92. Are able to define and implement back-up and recovery procedures for the ESKORT application and data files;
93. Able to establish the procedures for and do the deployment of the ESKORT client applications (i.e., initial installation of and on-going updates to).

Responsibilities

Treasury/DIT Responsibilities

Treasury/DIT will have responsibility for the following in connection with the FARSTaR Upgrade Project.

Hardware, Software, Networking, and Computer Operations

94. Treasury/DIT will be responsible for any server, mainframe, network, hardware, and physical access to ESKORT servers as may be required by Supplier personnel and operations requirements in connection with the proposed upgrade. This includes:
 - A. All hardware and system level software that is needed for the development, test, and production and, at the option of Treasury, the disaster recovery environments, and for delivery of same in the time frame specified in the project plan ;
 - B. Adequate space for establishment of development, test, production and disaster recovery environments (e.g., floor space, HVAC, environmental items, electricity, etc.);
 - C. All infrastructure components and will ensure that the capacity of the network to accommodate the network traffic resulting from production use of the ESKORT Systems (i.e., FARSTaR) in accordance with the recommendations of the Supplier;
 - D. Adequate processing capabilities and capacity, and all computer operations support (including, but not limited to staff, hardware, system software, computer time, computer access, tape drive units, development tools, etc.) that the Supplier will need to access and/or use, in order to perform its contract obligations;
 - E. Any required local and remote access (including, but not limited to security access, database access, etc.) to the Treasury's (or the State's) WAN/LAN and computing systems as may be required so that the Supplier can perform its contract obligations;
 - F. Provision and maintenance of appropriately configured and maintained personal computers and network connectivity for Treasury/DIT personnel who will use the ESKORT Systems (i.e., FARSTaR).
95. The proposed ESKORT Audit Selection, Audit Support and CM&T Systems (which comprise the FARSTaR System) will run in the following environment, (which is to be provided by Treasury/DIT and must be available prior to the implementation in the production environment).
 - A. The server environment will be a multi-processor Wintel Sever, running Windows 2003 Server Enterprise Edition
 - B. The client environment will be Wintel workstations running Windows XP
 - C. The database management system will be SQL Server 2005

Note: For a description of hardware and software requirements, see Appendix A of this Change Request.

Note: For the recommended configuration of the production platform, see Appendix B.

96. Treasury/DIT will provide a Wintel server that is sufficient for the development activities associated with this FARSTaR Upgrade Project. This platform must be available and operational prior to commencing any project work and have the same connectivity and system software elements as the eventual production platform as stated above.
97. Treasury/DIT will provide a test server for testing the converted system before it is released to production. This platform will be available prior to commencing User Acceptance Testing, and will have the same connectivity and system software elements as the eventual production platform as stated above.
98. Treasury/DIT is responsible for the application of all Service Packs and periodic updates of Microsoft production on the ESKORT servers. This should be done in a controlled fashion, and during development, only with the consultation of Bull Services personnel.
99. If Treasury/DIT wants to include imaged documents in the Electronic Case File (ECF), it must provide the FileNet Viewer or other FileNet file-type viewer as a PC client application able to retrieve and display FileNet documents. They must also provide PC software that allows for the 'virtual printing' of imaged documents as PDF files (like the 'PrimoPDF' shareware) and install on that software PCs of end-users of ESKORT (as part of a procedure to be implemented to get imaged tax returns saved in the Electronic Case Files as determined by the auditor. This will replace the former 'Image Server' capability.
100. Treasury/DIT must provide other software and access to all required non-ESKORT platforms (e.g., DWH, FileNet, e-mail system, etc.).
101. Provide to the Supplier the "Teradata SQL Assistant" for Microsoft Windows as needed⁹
102. Obtain Altova XMLSpy (or functional equivalent) for development/test purposes. If some product other than Altova XML Spy is chosen, Treasury/DIT will provide the Supplier with a copy of chosen software.
103. Provision and set up of the servers, operating system software (and service packs), and SQL Server 2005 will be the responsible of Treasury/DIT and must be available according to the project plan schedule.
104. At the discretion of DIT, Treasury and DIT are responsible for providing standard anti-virus software and installing, configuring said software for operation on the various platforms used by the FARSTaR Upgrade Project.
105. Provide ODBC drivers for any SQL and/or ODBC compliant databases from which ESKORT services may have to "read" to extract data (e.g., Teradata).

⁹ This is Teradata's client user interface, serving a similar purpose to Microsoft's Query Analyzer for SQL Server. While it will be ESKORT programs that submit SQL SELECT statements via ODBC in the final production environment, the development and test of those SQL statements via ESKORT programs is done using an interactive client (e.g., Query Analyzer if going against SQL Server, SQL*Plus; if going against Oracle; and Teradata SQL Assistant for Teradata).

106. Provision of domain accounts as needed for ESKORT operation and Supplier use.
107. Provision of system software for backup and recovery, and the subsequent installation and set-up of backup and recovery procedures for the ESKORT application and data files.
108. Provision of software control and configuration management facilities and the placement of the ESKORT software under those facilities.
109. Treasury/DIT will provide a training server as required by their training plan.
110. Treasury/DIT will provide client PCs for testing, each installed with appropriate operating system.
111. Treasury/DIT will provide a network 'share' location on which project documents, software, and the like can be stored and 'shared' among project team members. The Supplier's team members will be given read/write access to this 'share' location.

Treasury/DIT Project Responsibilities

112. Treasury/DIT will make available all relevant information and documentation (pertinent to this upgrade project) about its organization, procedures, selection, and audit compliance methods, data, etc. in a manner and in a timeframe as may be required for the Supplier to meet its contract obligations and respecting the overall project plan. This includes access to data in the Treasury/DIT Data Warehouse and/or other tax processing systems as may be required for the upgrade projects and/or the functioning of the ESKORT system.
113. Treasury/DIT will maintain and change as needed (recall the CM&T data model will be different from that of the current Review Manager), the Taxpayer List Manager (managing lists with taxpayers on the DWH) and the Upload Manager (uploading result summaries to the DWH).
114. Treasury/DIT will provide the Supplier with complete and up to date database documentation (e.g., data models, meta-data, database 'views', etc.) of data required by the ESKORT project in the Treasury/DIT Data Warehouse and/or other source data tax systems.
115. Treasury/DIT is responsible for the physical deployment of the client software and client configuration on the PC's of the individual end-users i.e., the production roll-out of the FARSTaR Upgraded System.
116. Treasury/DIT is responsible for documenting the final Treasury-specific configuration of the Electronic Case File, Retrieval Server, Results Server, and other overall workflow of the CM&T configuration.
117. Treasury/DIT is responsible for the extract of data from/uploading of data to the Treasury/DIT Data Warehouse and/or other tax systems.
118. Treasury/DIT are responsible for planning, conducting and controlling User Acceptance Testing, including but not limited to: development of the User Acceptance Test Plan; development of test cases, scripts, and the like; documenting suspected defects in the system; maintaining a log of defects and tracking the status; conducting re-tests when corrections

have been supplied; and generally controlling the resolution of such suspected defects (i.e., tracking, reporting, re-testing, etc.).

119. Treasury/DIT is responsible for all end-user documentation include Treasury-specific on-line help files.
120. Treasury/DIT is responsible for the installation of the server software, including operating system and other third party software in the Production and User Testing and Training platforms.
121. Treasury/DIT are responsible for computer operations, including system and data back ups for disaster recovery purposes.
122. Treasury/DIT will provide at least two (2) and preferably three (3) Treasury personnel already trained and skilled with Audit Support 'Designer' configuration to work on this project on a near full time basis as defined in the project plan. These would be personnel who did the original configuration and who have maintained the configuration of the ECF for Treasury. The Supplier will provide training to those personnel on new features within the Audit Support Designer facility to do the configuration of the Electronic Case File, and to modify, as required, the current SAS Excel Workbooks.
123. Treasury/DIT will provide at least 2 DIT personnel who are skilled in SQL programming, knowledgeable and skilled in SQL Server 2005, know IIS operation, know XML and XLSXSL/XSLT, VBA, Michigan email system, and know the data resources available from the Data Warehouse and the FileNet image system. These people will need to be assigned to this project on a nearly fully time bases on project and will be informally trained (Knowledge Transfer) to do the following configuration and programming work:
 - A. Configuration of Step Templates;
 - B. Revise the configuration of CM&T lists and detail tab contents;
 - C. Revise the configuration of Retrieval Server;
 - D. Revise the configuration of Result Server, including the establishment in the CM&T SQL database, the tables to hold the 'results' information from the ECF;
 - E. Oversee and contribute to ECF configuration, including the routines to pre-populate the SAS Excel workbooks with tax return data (in a similar fashion as is done today), and configuration of print views;
 - F. Install server software and set operating parameters in the system software components as needed;
 - G. Design, develop and implement client software install procedures as required;
 - H. At the discretion of Treasury and DIT, establish software control and configuration management procedures for FARSTaR software components, including ESKORT component and State supplied components;

- I. Monitor log files on the FARSTaR servers and report observations to the FARSTaR Upgrade Project Management Group;
 - J. Set up and run periodic back-ups of the FARSTaR system and data files, as defined by policy and procedure of Treasury and DIT;
 - K. In general, assume operational responsibility for the various FARSTaR platforms (development, test, training, and production).
124. Treasury/DIT personnel are responsible for any and all changes to the following specifically developed applications or functions:
- A. Taxpayer List Manager;
 - B. Upload Manager¹⁰;
 - C. Routines to populated Excel workbooks with data from the data warehouse;
 - D. Configuration of the 1) Excel workbooks, and specifically 2) the worksheet that will contain 'audit result' information which will be 3) brought in to a basic data document within the Electronic Case File (ECF) and from there 4) into a table structure within the CM&T SQL database (steps #3 & #4 being the responsibility of the Supplier).
 - E. Complexity Append Manager;
 - F. Profile Browser.
125. If the CM&T system is to be configured to send e-mail messages to FARSTaR users, Treasury/DIT must provide the following:
- A. SMTP mail server details (e.g. IP address, etc.);
 - B. E-mail addresses as part of the user profile information within the CM&T database.
126. If Treasury/DIT wishes to retain historical information on Selection 'Results Sets', Treasury/DIT is responsible for extracting that data from the current Selection system's database and storing that information in another database - e.g., the Treasury/DIT Data Warehouse.
127. Treasury/DIT is responsible for the planning, design, development, and delivery of all end-user training of the upgraded FARSTaR system. This includes, but is not limited to: all end user training materials, for providing end-user trainers, for training the trainers, and for the planning and execution of the end-user training within the organization and for start-up end-user support (i.e., walk behind support).

¹⁰ Note: This is not part of the ESKORT Standard System and is an application written to extract data from the ESKORT CM&T database and load it into the Treasury Data Warehouse.

Office Space and Other Resources

128. Treasury/DIT will supply office space for up to three (3) Supplier personnel who may be on-site concurrently at the Operations Center work-site. Office space includes phone and network connections. Network connections must allow the Supplier team members to make connections to their respective 'own' networks, using the Supplier's VPN as required.
129. It is the responsibility of DIT to provide any pertinent information relative to required laptop virus protection to the Supplier, and work with the Supplier in testing of the laptop prior to connecting to the State's network.
130. Treasury/DIT will arrange for VPN access to be provided to the FARSTaR computing platforms (development, test, training, and production) for named Supplier personnel.
131. Treasury/DIT will provide adequate meeting room facilities for technical training sessions (including multiple requirements gather workshops and JAD sessions, etc. Meeting room facilities include white boards, walls for posting notes and issues, LCD projectors for PC's and network connections.
132. Treasury/DIT will provide access to the Supplier Team of normal office quality photocopy resources as required.
133. Treasury/DIT will provide a network 'share' location in which electronic copies of project documents will be stored (i.e., the electronic "Project File"). These project documents include ESKORT documentation, meeting notes, attendance lists, project plans, project status reports, specification documents, presentations, and the like. Treasury/DIT will ensure that the Supplier personnel have full read and write access to this share for the storage of these documents.

Supplier's Responsibilities

134. The Supplier will have the overall responsibility for providing the standard versions of the various ESKORT sub-systems making up the FARSTaR System (software) and installing these versions in the Treasury/DIT development and test environments.
135. The Supplier will be responsible for providing the standard technical documentation¹¹ for the supplied ESKORT sub-systems.
136. The Supplier will have the overall responsibility for customizing the supplied ESKORT Standard Systems in accordance with the requirements set forth in this Change Request (for those Parts purchased by Treasury/DIT) and detailed by the Supplier in a subsequent specification activity.
137. The Supplier will be responsible for the technical configuration of the supplied ESKORT Standard Systems in accordance with the requirements set forth in this proposal (for those Parts purchased by Treasury/DIT) and detailed by the Supplier in a subsequent specification activity. Note that technical configuration is distinct from the user (knowledge content) configuration of the systems that will be the responsibility of Treasury (see Section 0).

¹¹ This is not end user documentation. It is rather standard Technical References, Administrator Guides, Getting Started, etc. End user documentation is the responsibility of Treasury as is presented in Section 0 of this Change Request.

138. The Supplier will be responsible for training Treasury's Project Group in configuring the user (knowledge) content of the system.
- 5.1 The Supplier is responsible for training (informal 'Knowledge Transfer', i.e., not formal classroom training) DIT assigned development staff in the SQL and XML configuration and programming of the system as described in section 0 Treasury/DIT Project Responsibilities, item 123, sub-items A, B, C, D, F and I.
139. The Supplier will provide a Project Initiation Document and maintain a Project Plan (including both Treasury/DIT's and the Supplier's tasks). This Project Plan will be reviewed with Treasury/DIT and modified by mutual agreement. This Project Plan will cover the key aspects of the project and will be maintained throughout the project.
140. The Supplier will provide a written Project Status Report every two (2) weeks, or on a schedule as may be mutually agreed between Treasury/DIT and the Supplier.
141. The Supplier will schedule and host periodic Project Status Meetings with the DIT and Treasury Project Managers.
142. The Supplier will maintain a Project File that will contain copies of all final deliverables, workshop agenda, attendance lists, project plans, and other documents deemed by the Supplier to be integral to the management and conduct of the project.
143. The Supplier will identify requirements that may arise that are not within the functional scope of work purchased by Treasury/DIT as defined in this Change Requests, and will inform Treasury/DIT of such instances. In such instances, and as directed by Treasury/DIT, the Supplier will follow the Change Management process as outlined in Appendix D and will prepare a preliminary Project Change Requests ("PCR") explaining the implications of including or not including the new requirement in the FARSTaR Upgrade Project. Upon review and approval of any preliminary PCR by Treasury/DIT, the Supplier will prepare a formal Project Change Request form and submit it to Treasury/DIT for approval. No PCR will be acted upon by the Supplier without the formal approval by Treasury/DIT.
144. The Supplier is responsible for the development of database scripts for creation of all ESKORT databases in the MS SQL environment.
145. The Supplier is responsible for the conversion of the following FARSTaR data:
- A. Selection Parameter Values
 - B. For Audit Support: The conversion of Treasury's current ECF configuration (configuration.xml) for use in the standard system (if required).
 - C. For CM&T: Conversion of production data currently residing in Treasury's AMT database (i.e., the Sybase database) to the new CM&T database (i.e., the SQL Server database). This covers the following data:
 - 1] Users, roles and actions;

- 2] User hierarchy (groups and group memberships, incl. SupervisedGroupCounty table);
- 3] Assignments and assignment history;
- 4] Assignment results;
- 5] Time registrations (as synchronized from the Audit Reports database - to which time sheets are submitted using the Audit Organizer).

Assumptions

The commitments contained in this Change Request (including, but not limited to scope, price, and implementation schedule) are based on the following assumptions:

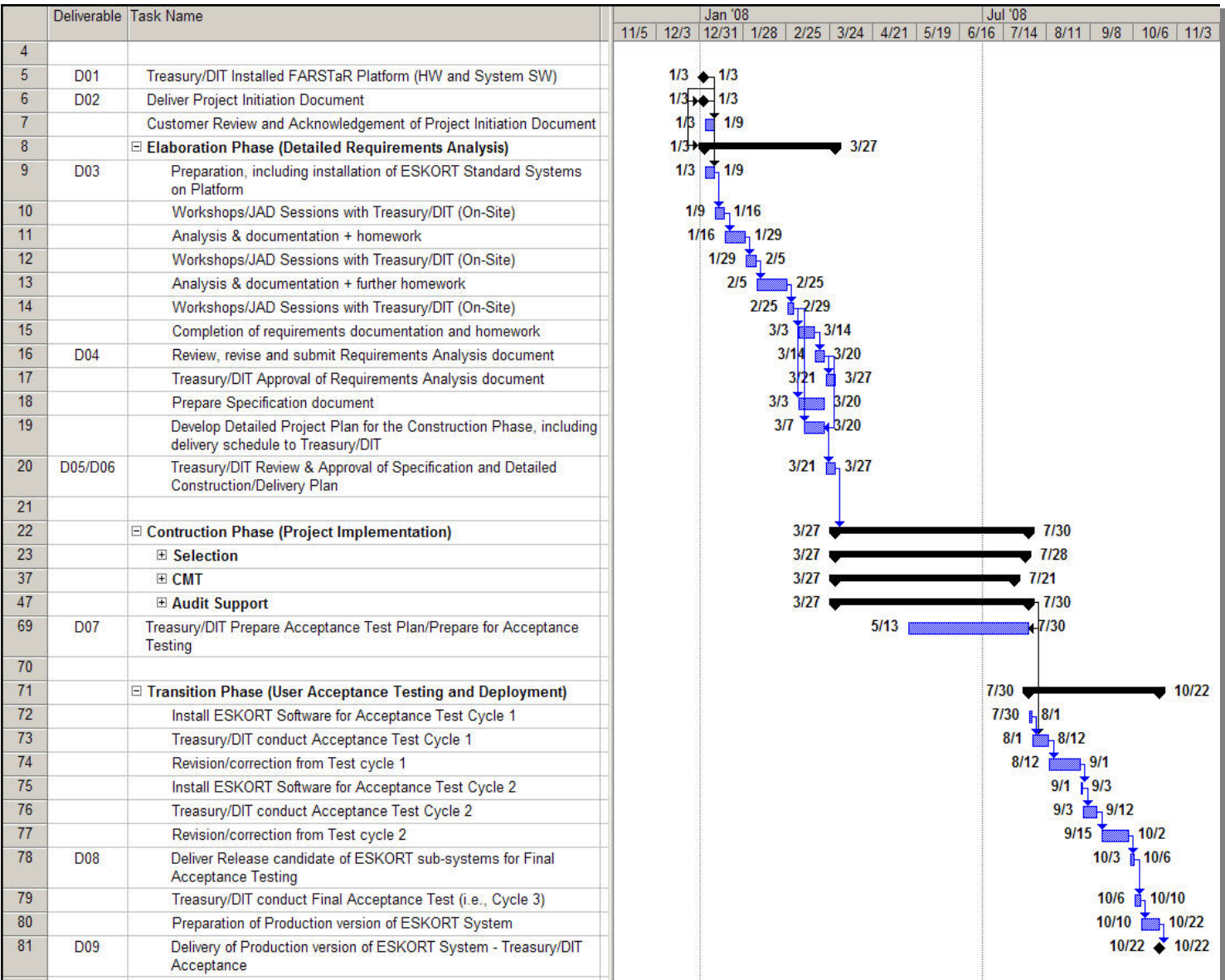
1. Treasury/DIT will be responsible for fulfilling the responsibilities as documented in Section 3.3.1 of this Change Request. Treasury/DIT will fulfill all its responsibilities in a timely fashion, at least to the extent defined in the mutually agreed upon project plan, in order to maintain the overall project schedule. Provision of all hardware, systems software, database management software, and/or third party tools is to be provided by Treasury/DIT and is not within the scope of this Change Request; no pricing for such items has been included in this Change Request.
2. Notification of the preferred project start date from Treasury/DIT will be received by the Supplier no later than two (2) weeks prior to the anticipated project start date.
3. Treasury/DIT understands and agrees to staff the project with the noted skills and abilities as documented in Section 0 and the responsibilities specifically called out in Section 0 of this Change Request.
4. Bull Services will be granted limited systems administrative rights to the development/test platform in order to assist in the installation of the ESKORT software and modify, as required, certain parameters within the Microsoft Server 2003 IIS installation. These rights will be granted on a timely basis and in accordance with the overall project schedule. Any project delays caused by Treasury/DIT withholding these rights that causes a delay in the project schedule will be subject to further cost on a Time & Materials basis as described in Section 12.4 and Section 13.
5. Should either party determine that any changes are needed during the course of the project, Bull Services agrees to document a Project Change Request ("PCR") for the required changes and to process the request through a mutually agreed upon Change Control process (see Appendix D - Change Management). See Section 0- Appendix C for Bull Services' typical Change Control Process.
6. Bull Services is not responsible for any project delays caused by the customer. If delays occur, Customer agrees to compensate Bull Services for its loss of hours on a Time & Materials basis as described in Section 12.4 and Section 13.
7. The customer and Bull Services will establish mutually agreed upon Deliverable Acceptance Criteria and review periods for all project Deliverables.
8. The resource hours for Treasury/DIT to complete its activities are not included in the estimates for the Supplier resources. In the event that Treasury/DIT requires that the Supplier take responsibility for any of these activities, these services will be provided on a Time & Materials basis as described in Section 12.4 and Section 13.
9. In Section 0 DIT SQL/XML Developers and in accordance with Section 0 Proposed Project Plan, Treasury/DIT is required to provide development resources for those activities. Should Treasury/DIT not be able to provide such resources, those tasks and hours can be performed by Bull Services with advanced notice and additional cost. Bull Services agrees to document a Project Change Request (PCR) for this change and to process the request through a mutually agreed upon Change Control process.

10. One System Consultant from WM-data will be on-site, on average, 1 week per month throughout the Upgrade Project. Apart from this, all WM-data activities will be carried out at WM-data's facilities in Europe.
11. One Bull Services' Systems Integrator will be on-site, on average, for 2 weeks per month. Apart from this, Bull Services' activities will be carried out at Bull Services' facilities in the U.S.
12. One Bull Services' Project Manager will be on-site, on average, for 1 to 2 weeks per month. Apart from this, Bull Services' project management activities will be carried out at Bull Services' facilities in the U.S.
13. The ESKORT Standard Systems will be delivered with standard documentation and online help files. The Change Request does not include conversion of Treasury/DIT specific documentation. Also, documenting the final Treasury/DIT specific configuration will be the responsibility of Treasury.
14. No source code to any of the ESKORT Systems, or parts thereof, will be provided. Subject to the specified license rights, all rights to the ESKORT Standard Systems making up the Upgraded FARSTaR System, and parts thereof, including any modifications thereto, will remain the property of WM-data.
15. With the exception of conversion of the parameter data and the selection knowledge bases (stored as XML-based archives) for the Selection System, and the conversion of the time and expense data (if the Audit Organizer option is elected), there will be no data conversion conducted by the Supplier in connection with this implementation.
16. All reports and queries defined by Treasury/DIT for the current FARSTaR system may need to be updated due to the conversion from Sybase to SQL Server, and due to changes in the database models. All such updates are the responsibility of Treasury.
17. Provided Treasury/DIT have a maintenance agreement with the Supplier, when new versions of the relevant ESKORT Standard Systems (limited to those in production at Treasury) are released, they will be made available to Treasury/DIT free of charge. Any services required to configure and implement a new version (over and above a single visit of up to a maximum of 2 weeks per version, maximum 1 version per year) to install, test, and assist with getting the version into production) will, however, be separately quoted and charged.
18. The proposed project services will be provided on-site in Michigan, at Supplier locations in the U.S., and off-site in Europe, depending on what is most appropriate (in terms of cost, efficiency, quality, etc.) to the nature of the task. The Supplier will determine as to whether work will be performed on-site or off-site.
19. Annual Maintenance Support must be procured during the first year of the project and all Annual Maintenance Support shall be performed in accordance with the maintenance terms and conditions of the Contract Agreement No. 071B1001726 as amended.
20. Bull Services and DIT will review the State's PMM and SEM methodologies at the start of the project to determine what parts of the State's methodologies will apply, what parts do not apply, or what parts will be amended and apply to this project, provided that the State's

methodologies do not conflict with the Supplier's methodologies. Any additional deliverables and/or work to be provided by the Supplier will be identified and their inclusion in the project will be handled through the Change Management process, with a corresponding services price estimate.

Proposed Project Plan

GANTT Chart



Deliverable/Milestone List

The following deliverables and milestones comprise the project. The table below numbers and describes the deliverables/ milestones and identifies the responsible party. Supplier deliverables are defined within the scope of the work as defined by this Change Request.

This Change Request and resultant project plan have been estimated assuming a single project that includes all of the software, documentation and services as described in this Change Request. Should any additional items be added or items removed from this scope of work, the Supplier reserves the right to adjust the price, the deliverable/milestone list, and the project plan.

No.	Deliverable	Description	Responsible	Payment Milestone
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No.	Deliverable	Description	Responsible	Payment Milestone
D01	FARSTaR Hardware/Software Platform installed, operational and accessible by Supplier personnel	<ul style="list-style-type: none"> Hardware and system software are installed and ready for use by Supplier personnel and Treasury/DIT Project Team members. Supplier personnel have network access to the provided platform. Supplier personnel are able to install (under the direction of DIT) and use ESKORT Standard System software on the Treasury/DIT hardware/software platform 	Treasury/DIT	
D02	Documentation for introductory activities	<ul style="list-style-type: none"> Project Initiation Document Detailed Project Plan for Requirements Analysis Phase High Level Project Plan for remaining phases 	Supplier	Yes
D03	Standard version of relevant ESKORT sub-systems, delivered and installed, including documentation	<ul style="list-style-type: none"> Applications Configuration tools Documentation and Online Help files 	Supplier	
D04	Detailed Specification for configuration, conversion and customization of ESKORT subsystems to be performed by the Supplier	<ul style="list-style-type: none"> The Specification will document the configuration, conversion, and customization to be delivered by the Supplier.¹² 	Supplier	

¹² While this Detailed Specification does not include specification of configuration work to be performed by Treasury/DIT, it is highly recommend that Treasury/DIT develop a written specification for some aspects of their configuration work, including but not limited to documentation of ECF pre-population requirements for Retrieval Server configuration, CM&T and ECF requirements for Result Server configuration, print view configuration requirements, Inventory Analyzer list requirements, etc.

No.	Deliverable	Description	Responsible	Payment Milestone
D05	Project Plan for Construction phase	<ul style="list-style-type: none"> Detailed Project Plan for the Construction phase. This plan will include a staged Supplier conversion and customization delivery plan; and a Supplier and Treasury/DIT configuration plan, sufficient for Treasury/DIT to begin formulation of their Acceptance Test plan 	Supplier	
D06	Approved Detailed Specification and Project Plan for Construction Phase	<ul style="list-style-type: none"> Validated Specification, which will be used for the configuration, conversion, and customization of the ESKORT Standard System to meet the requirements of Treasury. This approved Detailed Specification and Project Plan will be the basis for the remaining work on the project. 	Treasury/DIT	Yes
D07	Acceptance Test Plan	<ul style="list-style-type: none"> This plan will document the test scripts and test cases that Treasury/DIT will use in their Acceptance Test activities. The Acceptance Test Plan will define the Treasury/DIT Acceptance Criteria for the FARSTaR Upgrade Project. 	Treasury/DIT	
D08	Release candidate of relevant ESKORT sub-systems ready for final Acceptance Test Cycle	<ul style="list-style-type: none"> Installed FARSTaR Upgrade system that includes customizations, conversions, supplier configuration and customer configuration and is ready for final User Acceptance Testing 	Supplier and Treasury/DIT	Yes
D09	Treasury/DIT Acceptance	<ul style="list-style-type: none"> The sub-systems as delivered, meet the requirements as itemized in the Detailed Specification (D04) and are ready for deployment within Treasury 	Treasury/DIT	Yes

Pricing and Payment Schedule

Pricing for Fixed Price Scope of Work

The Supplier shall charge Treasury/DIT a fixed price of **\$1,387,835** for the scope of work defined in this Change Request.

In the event that additional services are requested by Treasury/DIT, above and beyond the scope of services defined herein for the fixed price quoted above, they can be provided on a Time and Material basis. The hourly rates that will apply to the Time and materials work are contained in the rate chart in Appendix E. Based on the specific work to be provided and the skills sets needed to perform the work, one or more of the categories of personnel listed in the chart will be selected, along with their corresponding hourly rates. The Supplier reserves the sole right to staff the work with personnel possessing the requisite skills to complete the work. The inclusion of such Time and Material services will be formalized using a mutually agreed change request process (see Appendix D - Change Management). In the change request, the Supplier will provide a rate for services corresponding to the skills known to be essential to the project as defined in the Supplier change request. The hourly rates provided in Appendix E are valid through the end of the project.

Payment Schedule for Fixed Price

The Supplier (specifically Bull Services) shall invoice Treasury/DIT for the fixed price according to the project payment milestones identified below and for the dollar amounts specified.

Invoices to Treasury/DIT shall be issued upon the receipt of written acceptance from Treasury/DIT of each of the following payment milestones:

Payment Milestones (see Deliverable/Milestone List)	Supplier's Invoice Amount to Treasury/DIT
Milestone	\$208,175
Milestone	\$485,742
Milestone	\$346,959
Milestone	\$346,959
Total Fixed Price Amount	\$1,387,835

Terms and Conditions

The terms and conditions for the products and services provided for, herein, shall be governed under the terms and conditions of Contract No. 071B1001726 (including Appendix A), as amended and as modified herein (the "Contract"). In the event of a conflict, the following order of precedence shall apply: the terms of this Change Request 07-01B; prior Change Notices in descending date order; and Contract 071B1001726.

By issuing a Change Notice referencing this Change Request 07-01B, the Contract shall be amended with the following supplemental terms and conditions:

1. All Upgraded ESKORT Software supplied hereunder through WM-data, shall be provided under the terms and conditions of WM-data's click wrap license terms integral with the software.
2. The Notice address for Bull Services under Section 11.5 of the Contract shall be replaced with the following:

Bull HN Information Systems Inc.
Attn: U.S. Finance
296 Concord Road, Suite 180
Billerica, MA 01821

Telephone: 978-294-6000
Facsimile: 978-294-7999

3. Please Note: Under Section 11.6 of the Contract, Customer (i.e., Treasury/DIT) previously consented to the use of WM-data Consulting A/S ("WM-data") as a subcontractor for the provisioning of ESKORT Software, Services, and Support. Customer previously expressly consented to the assignment of any or all of WM-data roles and responsibilities for the provision of ESKORT Software, Support, Maintenance and Software Modifications, under any Change Request, to Intracom IT-Services Denmark A/S, Lautrupvang 10, Ballerup, Denmark 2750, which has assumed all of WM-data's rights and obligations with respect to the provisioning of ESKORT Software, Services and Support under the Contract; therefore, any and all references herein or in previous Change Requests to WMdata shall now be referred to as Intracom IT-Services Denmark.
4. The ESKORT System Components to be covered under this Change Request 07-01B includes:

ESKORT Sub-System

Analysis / Selection
Support
Management & Tracking

5. The scope of work is defined in Section 2 of this Change Request 07-01B. If this scope of work is reduced, or if additional items are added, the pricing will be re-quoted and a re-estimated project schedule and list of deliverables/ milestones will be created.
6. Treasury/DIT authorized a three-year extension for FARSTaR/ESKORT maintenance for Risk Analysis/ Selection, Audit Support, and Case Management & Tracking ESKORT System Components, through Change Notice No. 7 dated October 1, 2007 Change Notice No. 7 also extended the term of the FARSTaR/ESKORT Maintenance and Support Contract No. 071B1001726 through September 30, 2010. However, the pricing for the continuation of the

FARSTaR/ESKORT Maintenance and Support after December 31, 2007 is contingent upon Treasury/DIT also issuing a purchase order for the full amount indicated in this Change Request 07-01B for the procurement of the Upgrade Services contained herein through an approved Change Notice, received by Bull Services prior to December 15, 2007. In the event that such Change Notice for this Change Request No. 07-01B is not approved by December 15, 2007, Bull Services retains the right to modify its pricing for continued FARSTaR/ESKORT Maintenance and Support after December 31, 2007.

7. This Change Request 07-01B dated November 16, 2007 shall replace and supersede Change Request 07-01 submitted by Bull Services on September 4, 2007 and Change Request 07-01A submitted by Bull Services to Customer on October 9, 2007 in their entirety EXCEPT for any references or sections that relate to the provision of FARSTaR maintenance and support to the Customer, which services have been accepted by the Customer through the issuance of Change Notice No. 7 on October 1, 2007 and received by Bull Services (subject to pricing modification as referenced in section 6 hereinabove), which service terms shall remain in full force and effect.
8. This Change Request 07-01B is valid until December 15, 2007.

Change Request Acceptance and Approvals

CHANGE REQUEST APPROVALS

Treasury/DIT Project Date: _____
Manager: _____
Bull Services Project Manager: _____ Date: _____
WM-data Project Manger: _____ Date: _____
State RDBC Project Manger: _____ Date: _____

CHANGE REQUEST WITHDRAWN

Project Manger: _____ Date: _____
Change Request Tracking Number: 07-01B

Appendix A - Hardware and Software Requirements

The following requirements are taken from the documents: ESKORT Selection Technical Reference dated June 18, 2007, ESKORT Case Management Technical Reference (1.2) dated March 2, 2007, and ESKORT Audit Support Technical Reference (1.2) dated February 28, 2007.

Selection

REGIONAL CLIENT HARDWARE AND SOFTWARE REQUIREMENTS

- Hardware
 - Pentium 1 GHz or greater NetPC client computer
 - 1 GB of RAM
 - 100 MB of free disk space
- Software
 - Windows 2000 Professional Edition or Windows XP
 - Internet Explorer 6.0 (or newer)
 - ODBC Clients for used database server(s)
 - General-purpose query tool such as BI/Query or BusinessObjects

CENTRAL CLIENT HARDWARE AND SOFTWARE REQUIREMENTS

- Hardware
 - Pentium 1 GHz MHz or greater NetPC client computer
 - 1 GB MB of RAM
 - 100 MB of free disk space
- Software
 - Windows 2000 Professional Edition or Windows XP
 - Internet Explorer 6.0 (or newer)
 - ODBC Clients for used database server(s)
 - General-purpose query tool such as BI/Query or BusinessObjects.

CENTRAL SERVER HARDWARE AND SOFTWARE REQUIREMENTS

The throughput of the Analysis Server depends heavily on the resources available on the server hardware.

- Hardware
 - Pentium II 1GHz or greater
 - 1 GB of RAM
 - 100 MB of free disk space (not including disk space required by the results and cache databases)
- Software
 - Windows 2000 Server Edition, SP2

- Internet Explorer 6.0 (or newer)
- ODBC Clients for used database server(s)
- Windows Scripting Host
- Microsoft .NET Framework v1.1.4322
- Internet Information Services (IIS)

The standard system's version of the Selection Services component requires a SQL server or MSDE database engine to be available.

Case Management

Database Server Hardware Requirements

Database Server computer can be established for systems capable of running RDBMS database servers such as Microsoft SQL Server, Oracle 9i, Sybase, Informix, Ingress, or DB2. Hardware requirements depend on the selected database server.

The standard demo system configuration relies on the following database server hardware requirements, which are also the preferred hardware setup.

- 1 CPU processor system based on the Intel/AMD processor 32-bit families (2-4 CPU's recommended)
- 2.8 GHz processor clock speed (3 GHz or more recommended)
- 2 GB RAM pr. processor (4 GB RAM or more recommended)
- 200 GB of available disk space. (RAID-5 setup recommended)
- VGA display adapter and monitor (SVGA at 1024x768 or higher resolution recommended)
- 1 Network Adapter Card (1GHz) (2-4 cards recommended)

Additionally, it is recommended to include:

- Backup Hardware (Tape backup system - DLT recommended or power supply backup (UPS))

Database Server Software Requirements

Database Server computer can be established for systems capable of running RDBMS database servers such as Microsoft SQL Server, Oracle, Sybase, Informix, Ingress, or DB2. The software requirements depend on selected system.

The standard demo system configuration relies on the following database server software requirements, which are also the preferred software setup.

- Windows 2000 Server with Service Pack (SP) 4 or later (Windows Server 2003¹³ recommended). It is highly recommended that the operating system is updated with latest windows updates, service packs, and security patches.
- Microsoft SQL Server 2000¹⁴ or newer (Windows SQL Server 2005¹⁵ recommended).
- Microsoft SQL Server 2000 Client Tools¹⁶ (Enterprise Manager + SQL Query Analyzer) are recommended on the computer accessing the database.

¹³ For Windows Server 2003 System Requirements see <http://www.microsoft.com/windowsserver2003/evaluation/sysreqs/default.mspix>.

¹⁴ For Microsoft SQL Server 2000 System Requirements see <http://www.microsoft.com/sql/prodinfo/previousversions/system-requirements.mspix>.

¹⁵ For Microsoft SQL Server 2005 System Requirements see <http://www.microsoft.com/sql/editions/standard/sysreqs.mspix>.

¹⁶ See http://msdn.microsoft.com/library/default.asp?url=/library/en-us/howtosql/ht_install_0291.asp

Application and Web Server Hardware Requirements

- PC with 1 CPU processor system based on the Intel/AMD 32-bit processor families (2 CPU's recommended)
- 2.8 GHz processor clock speed (3 GHz or more recommended)
- 1 GB RAM pr. processor (2 GB RAM or more recommended)
- 50 GB of available disk space
- VGA display adapter and monitor (SVGA at 1024x768 or higher resolution recommended)
- 1 Network Adapter Card (1GHz)

Application and Web Server Software Requirements

- Windows 2000 Server with Service Pack (SP) 4 or newer (Windows Server 2003¹⁷ recommended) with Internet Information Server (IIS) services enabled. It is highly recommended that the operating system is updated with latest windows updates, service packs and security patches.
- Appropriate driver software and potential corresponding client software for accessing database through ODBC access. (ODBC driver for Microsoft SQL Server is required for working with the standard demo system and is also the recommended driver).
- Microsoft .NET Framework Version 1.1.4322¹⁸
- Microsoft XML Core Services (MSXML) 4.0 Service Pack (SP) 2¹⁹ or later.
- Microsoft Windows Scripting Host 5.6²⁰ or newer.
- Microsoft Internet Explorer 6.0 or newer.

Client Hardware Requirements

- PC with 1 CPU processor system based on the Intel/AMD 32-bit processor families.
- 1 GHz processor clock speed for normal end-user clients and 2 GHz processor clock speed for configurator clients (3 GHz or more recommended).
- 1 GB RAM for normal end-user clients and 2 GB or more RAM for configurator +clients²¹.

¹⁷ For Windows Server 2003 System Requirements see

<http://www.microsoft.com/windowsserver2003/evaluation/sysreqs/default.mspx>.

¹⁸ If you're running Windows XP Service Pack 2 the Windows .NET Framework 1.1 is already installed. For download see <http://www.microsoft.com/downloads/details.aspx?FamilyID=262d25e3-f589-4842-8157-034d1e7cf3a3&displaylang=en>.

¹⁹ For download see <http://www.microsoft.com/downloads/details.aspx?familyid=3144b72b-b4f2-46da-b4b6-c5d7485f2b42&displaylang=en>.

²⁰ For download refer to <http://www.microsoft.com/downloads/details.aspx?FamilyID=c717d943-7e4b-4622-86eb-95a22b832caa&DisplayLang=en>.

²¹ Actual requirements will vary based on your system configuration and the applications and features you choose to install. Additional available hard disk space may be required if you are installing over a network.

- Free hard disk capacity of 100MB available for installation. Additional hard disk capacity corresponding to an estimated average of 10 MB per expected case file residing at any time on the client computer is also needed.

- 1024x768 SVGA display adapter and monitor.

Additional Hardware Required to Use Certain Case Management Features

- For networking
 - Network Access through modem-, wireless- or network adapter card.
- For Print commands
 - Access to a Printer

Client Software Requirements

- Microsoft Windows 2000 with Service Pack (SP) 4 or newer (Microsoft Windows XP Professional recommended²²).

Additional Software Required to Use Certain Case Management Features

- For reading printable User Guides and Technical Documentation
 - Adobe Reader 6 (Adobe Reader 7 recommended) - for reading or printing user guides and documentation.
- For office productivity and some Print Preview commands
 - Microsoft .NET Framework Version 1.1.4322²³

²² For Windows XP Professional System Requirements see <http://www.microsoft.com/windowsxp/pro/upgrading/sysreqs.mspx>.

²³ If you're running Windows XP Service Pack 2 the Windows .NET Framework 1.1 is already installed. For download see <http://www.microsoft.com/downloads/details.aspx?FamilyID=262d25e3-f589-4842-8157-034d1e7cf3a3&displaylang=en>.

Audit Support

Client Hardware Requirements

- PC with 1 CPU processor system based on the Intel/AMD 32-bit processor families.
- 1 GHz processor clock speed for normal end-user clients and 2 GHz processor clock speed for configurator clients (3 GHz or more recommended).
- 1 GB RAM for normal end-user clients and 2 GB or more RAM for configurator clients²⁴.
- Free hard disk capacity of 100MB available for installation. Additional hard disk capacity corresponding to an estimated average of 10 MB per expected case file residing at any time on the client computer is also needed.
- 1024x768 SVGA display adapter and monitor.

Additional Hardware Required to Use Certain Case Management Features

- For networking
 - Network Access through modem-, wireless- or network adapter card
- For Print commands
 - Access to a Printer

Client Software Requirements

- Microsoft Windows 2000 with Service Pack (SP) 4 or newer (Microsoft Windows XP Professional recommended²⁵).

Additional Software Required to Use Certain Case Management Features

- For reading printable User Guides and Technical Documentation
 - Adobe Reader 6 (Adobe Reader 7 recommended) - for reading or printing user guides and documentation.
- For office productivity and some Print Preview commands
 - Microsoft .NET Framework Version 1.1.4322²⁶

²⁴ Actual requirements will vary based on your system configuration and the applications and features you choose to install. Additional available hard disk space may be required if you are installing over a network.

²⁵ For Windows XP Professional System Requirements see <http://www.microsoft.com/windowsxp/pro/upgrading/sysreqs.mspx>.

²⁶ If you're running Windows XP Service Pack 2 the Windows .NET Framework 1.1 is already installed. For download see <http://www.microsoft.com/downloads/details.aspx?FamilyID=262d25e3-f589-4842-8157-034d1e7cf3a3&displaylang=en>.

Appendix B - Upgraded FARSTaR Production Platform Configuration Recommendation

The Supplier recommends the following production platform configuration for the FARSTaR Upgraded System, based on information provided by DIT.

The following setup should be seen as the recommended setup and should also be considered the minimum setup for running the systems. More powerful hardware or more replicated systems such as, for example, emergency backup servers would only improve the performance and/or stability of the system even further.

The general recommendation is to use scalable servers.

In the production environment on the server side, there should be an application server for Selection and one for Audit Support / CM&T and one database server.

Audit Support / CM&T Application server:

- PC with 4 CPU processor system based on the Intel/AMD 32-bit processor families
- 3 GHz processor clock speed
- 2 GB RAM per Processor
- 700 GB of available disk space (RAID-5 setup recommended). The 700 GB is a suggestion, but should be based on the amount of case files that should be kept on the server. There should be 50 GB free outside the Audit Repository.
- VGA display adapter and monitor (SVGA at 1024x768 or higher resolution recommended)
- 1 Network Adapter Card (1GHz)
- Windows 2003 Enterprise Edition

Selection Application server:

- PC with 4 CPU processor system based on the Intel/AMD 32-bit processor families
- 3 GHz processor clock speed
- 2 GB RAM pr. Processor
- 200 GB of available disk space. (RAID-5 setup recommended)
- VGA display adapter and monitor (SVGA at 1024x768 or higher resolution recommended)
- 1 Network Adapter Card (1GHz)
- Windows 2003 Enterprise Edition

Database server:

- PC with 8 CPU processor system (4 dual core) based on the Intel/AMD 32-bit processor families
- 3 GHz processor clock speed
- 1 GB RAM pr. processor
- 500 GB of available disk space. (RAID-5 setup recommended)
- VGA display adapter and monitor (SVGA at 1024x768 or higher resolution recommended)
- 1 Network Adapter Card (1GHz)
- SQL Server 2005 Enterprise Edition if recommended to take advantage of 8 CPU processor system noted above, plus other features - see information provided by

Microsoft at:

<http://www.microsoft.com/sql/editions/enterprise/comparison.msp>

For the clients, the requirements in Appendix A should be followed, meaning the specifications mentioned in parenthesis as recommended should be used.

Beside the Production environment, it is expected that a test environment and a training environment is setup. Both of these can use a single server as Application and Database server and be equipped with only 2 CPU processors.

Appendix C – Bull Services' Typical Project Change Control Process

Below you will find Bull Services' typical Change Control process as referenced in Section 6 of this Change Request. For this project, Bull Services will follow the DIT Change Management process contained in Appendix D. The process below is included to demonstrate the methodology followed by Bull Services.

INTRODUCTION TO CHANGE CONTROL

At any time during the life of the project, Treasury/DIT or Bull Services may need to request changes to the products or services associated with the work performed by Bull Services. Examples of changes include, but are not limited to, the following:

- Timing of deliverables;
- Changes in requirements;
- Changes in project scope; and
- Requests for additional equipment, commercial software or other products or services.

The Change Management process will provide a formal means to:

- Request a change;
- Identify the impact of a change;
- Confirm that the appropriate parties review and approve the change;
- Manage the change; and
- Maintain a record of the change.

Below is an abbreviated version of the formal procedure.

Note: All forms presented in this section are examples. The formats and content to be used will be mutually-agreed between Bull Services and the DIT.

PROJECT CHANGE REQUEST INITIATION

The key element in the change process is the creation of a Project Change Request (see Figure 0-1 and Figure 0-2). Upon the identification of the need for a change, a Project Change Request is initiated by completing a Project Change Request Form that is signed by the Treasury/DIT Project Managers. The Bull Services Project Manager will assign a Project Change Request Tracking Number, log the request, and track and maintain a status of the Project Change Request throughout its life cycle.


		Change Request to be completed by Customer or Bull Services		Change Request Page 1
Project:	Change Request No.:			
Submitted by:	Date:			
Description of Change:				
Design Specification Reference:				
Reason for Change:				
Date Change Needed:	Reply by:			
Change Request Assessment - To Be Completed by Bull Services				
Received by:	Date Received:			
Impact of Making Change vs. Not Making Change:				
Effect on Milestone Deliverables:				
Effect on Final Acceptance Date:				
Effect on Documentation:				
Effect on Maintenance Cost:				
Other:				
Work Estimate:	Hours: _____	Price Estimate:	Hardware: _____	
	Start: _____		Software: _____	
	Finish: _____		Services: _____	
			Total: _____	

Figure 0-1: Project Change Request (Page 1)

Change Request - Page 2	
Change Request Resolution	
Request Reviewed by:	Date Reviewed:
Recommendation:	
Change is Within Scope of Project <input type="checkbox"/>	Change Is Out of Scope <input type="checkbox"/>
Resolution:	
Bull Services Signature	Customer Signature
Date	Date
Implementation Record	

Figure 0-2: Project Change Request (Page 2)

PROJECT CHANGE REQUEST INITIAL REVIEW

The Project Managers (the Treasury/DIT Project Managers and the Bull Services Project Manager) should review the Project Change Request upon receipt and be prepared to discuss the Project Change Request at the next Project Status Meeting. The Project Change Request will be formally added to the agenda of the next Project Status Meeting and will be presented for discussion at that meeting.

PROJECT CHANGE REQUEST IMPACT REVIEW

As soon as is reasonably possible, Bull Services will submit to the Treasury/DIT Project Managers a Change Implementation Proposal that documents how Bull Services proposes to implement the changes requested in the Project Change Request. The Change Implementation Proposal will describe any changes in products or services (i.e., timing of delivery, amount of work effort, timing of deliverables), and pricing.

IF A PRICE ADJUSTMENT OR CONTRACT AMENDMENT IS REQUIRED

If the Change Implementation Proposal identifies the need for a price adjustment or other Contract Amendment, the Treasury/DIT Project Managers will notify their respective management of the need for a Contract Amendment and shall establish a process for negotiating any required Contract Amendments and Purchase Orders.

THE STATE ACCEPTS CHANGE IMPLEMENTATION PROPOSAL

Upon receipt of such authorization, the Bull Services Project Manager will log the proposal as approved and will begin implementing the changes as defined in the Change Implementation Proposal.

THE STATE DOES NOT ACCEPT CHANGE IMPLEMENTATION PROPOSAL

If the Treasury/DIT Project Managers does not accept Bull Services' Change Implementation Proposal, the Treasury/DIT Project Managers may (a) withdraw its Project Change Request, (b) modify its Project Change Request, or (c) call a meeting of the Project Steering Committee (if one is defined) to negotiate a mutually acceptable agreement.

During the regular status meetings, all problems and resolution plans will be discussed. The discussion will also include the planned achievements for the planning horizon, providing risk assessments and actionable recommendations.

Appendix D - Methodology

Note: The source of this information is DIT. Annotations by Bull Services are provided in italicized bold text.

Project Management and Software Engineering Methodologies:

The State has developed Project Management (PMM) methods, policies, standards, and guidelines. Vendors are expected to follow these requirements. The PMM may be reviewed at www.michigan.gov/suite.

Software Engineering (SEM) methods, policies, standards, and guidelines have also been developed by the State. Vendors are expected to follow these requirements. The SEM may be reviewed at www.michigan.gov/suite.

If the PMM and SEM practices differ significantly from the Vendor's (*Supplier's*), the Vendor may submit a mapping of its methodologies to the State Project Manger(s) (*DIT Project Manager*) for review and approval. The mapping documentation will address how the specifics of the State's methodologies are satisfied by the practices of the vendor. The methodology map or maps must be submitted to and approved by the State prior to start of work *or within the first 10 business days of the project*.

(Note: Bull Services and DIT will review the PMM and SEM methodologies at the start of the project to determine what parts of the State's methodologies will apply, what parts do not apply, or what parts will be amended and apply to this project, provided that the State's methodologies do not conflict with the Supplier's methodologies. Any additional deliverables and/or work to be provided by the Supplier will be identified and their inclusion in the project will be handled through the Change Management process, with a corresponding services price estimate.)

Issue Management:

An issue is defined as a problem that will impede the progress of the project and cannot be resolved by the Project Manager(s) and project team(s) without outside help and/or upper management decision-making. It is an actionable item that has an effect on the project's time, cost, or quality, and was not included in the project baseline as approved and documented in the project charter or any other project document.

The Issue Management Process will be determined in the first 10 business days of the project following the Vendor's start of work at the State. The State of Michigan project management methodology and templates *will be used, subject to agreement by Bull Services (see Note to Item A above)*. The State Project Manager(s) and Bull Services Project Managers will use an agreed upon process that contains the following minimum elements:

- Identify and acknowledge the issue
- Form the central question or premise and document it
- Initial assessment sufficient to proceed, reject, or defer the issue
- Evaluate the issue and alternatives
- Decision on the issue
- Elevation to the Steering Committee
- Reporting to the requestor
- Plan implementation of the issue
- Execute the plan
- Vendor change order

The Vendor shall maintain an issue log for issues relating to the provision of services under this *Change Request*. The issue management log must be communicated to the State's Project Manager(s) 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 Vendor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Change Management

A change is an actionable item that has an effect on the project's time, cost, or quality. A change adds to, modifies, or eliminates one or more items of the project baseline as approved and documented in Bull Services' Change Request *07-01B*.

The Change Management Process will be determined in the first 10 business days of the project following the Vendor's start of work at the State. The State of Michigan project management methodology and templates *will be used, subject to agreement by Bull Services (see Note to Item A above)*. The State Project Manager(s) and Bull Services Project Managers will use an agreed upon process that contains the following minimum elements:

- Request a change
- Initial assessment sufficient to proceed, reject, or defer the change request
- Evaluate the change, affect on time, cost and quality
- Decision on the change
- Elevation to Treasury Steering Committee
- Reporting to the requestor
- Plan implementation of the change
- Execute the plan
- Negotiation with Vendor

- Vendor compensation

The Vendor will not begin work on any change order until authorized in writing by the State.

Pricing for *Time and Materials* Services

The Vendor will provide rates for *Time and Materials* services to the State. The schedule of rates will include all skills known to be essential to the project as defined in the Vendor change order. All rates are to be expressed as not to exceed a specific measure of effort, such as an hourly rate. The rates will be in effect for the entire project.

An example: Database administrator, not to exceed \$125 per hour

Appendix E - Time and Material Labor Rates

Position Description	Hourly Rate
ESKORT Project Manager	\$190
ESKORT System Specialist	\$190
Business Analyst Senior	\$158
SQL/XML Developer Senior	\$145
Data Warehouse Architect-Data Modeler	\$163
Data Warehouse Architect-Software Engineer	\$158

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

October 1, 2007

CHANGE NOTICE NO. 7
 TO
 CONTRACT NO. 071B1001726
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 327-2280
Integrus, Inc. 300 Concord Rd. Billerica, MA 01821 Renee.Owings@bull.com		Renne Owings
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-7233
Contract Administrator: Reid Sisson		Joanna Klasko
FARSTAR/ESKORT Maintenance & Support – Department of Treasury		
CONTRACT PERIOD: From: August 17, 2001		To: September 30, 2010
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby EXTENDED to September 30, 2010 and INCREASED by \$718,920.00. All other terms and conditions remain the same.

AUTHORITY/REASON:

On 9/11/07, the State Administrative Board approved the increase and extension. This change notice has been approved by DIT, DMB and the contractor.

INCREASE: \$718,920.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$2,589,497.98

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

February 20, 2007

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B1001726
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Integris, Inc. 300 Concord Rd. Billerica, MA 01821 Renee.Owings@bull.com	TELEPHONE (517) 327-2280 Renne Owings
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-7233 Joanna Klasko
Contract Administrator: Reid Sisson FARSTAR/ESKORT Maintenance & Support – Department of Treasury	
CONTRACT PERIOD: From: August 17, 2001 To: September 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

**Effective immediately this Contract is hereby EXTENDED to September 30, 2007.
 All other terms and conditions remain the same.**

AUTHORITY/REASON:

Per agency and State Administrative Board approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,870,577.98

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

September 26, 2006

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B1001726
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Integrus, Inc. 300 Concord Rd. Billerica, MA 01821 Renee.Owings@bull.com	TELEPHONE (517) 327-2280 Renne Owings
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-7233 Joanna Klasko
Contract Administrator: Reid Sisson FARSTAR/ESKORT Maintenance & Support – Department of Treasury	
CONTRACT PERIOD: From: August 17, 2001 To: December 31, 2006	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby **INCREASED** by \$162,228.00 and **EXTENDED** to December 31, 2006. All other terms and conditions remain the same.

AUTHORITY/REASON:

Per agency and State Administrative Board approval.

INCREASE: \$162,228.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,870,577.98

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

December 16, 2005

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B1001726
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Integris, Inc. 300 Concord Rd. Billerica, MA 01821 Renee.Owings@bull.com	TELEPHONE (517) 327-2280 Renne Owings
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-7233 Joanna Klasko
Contract Administrator: Reid Sisson FARSTAR/ESKORT Maintenance & Support – Department of Treasury	
CONTRACT PERIOD: From: August 17, 2001 To: September 30, 2006	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby **INCREASED** by \$275,316.00 and **EXTENDED** to September 30, 2006 per the attached proposal from Bull. All other terms and conditions remain the same.

Please note: The buyer has been changed to Joann Klasko.

AUTHORITY/REASON:

Per DMB/DIT and vendor concurrence.

INCREASE: \$275,316.00

TOTAL REVISED ESTIMATED CONTRACT VALUE REMAINS: \$1,708,349.98



October 27, 2005

Ms. Joann M. Klasko
Information Technology Division
Acquisition Services
DEPARTMENT OF MANAGEMENT AND BUDGET
530 W. Allegan; 2nd Floor
Lansing, MI 48933

**RE: PROPOSAL FOR AN EXTENSION TO THE FARSTAR/ESKORT MAINTENANCE AND
SUPPORT CONTRACT NO. 071B1001726 WITH THE STATE OF MICHIGAN,
DEPARTMENT OF TREASURY**

Dear Joann:

Please accept this letter as a proposal (the "Proposal") from Integris Inc., d/b/a Bull Services ("Bull Services"), to the State of Michigan (the "State"), Department of Treasury.

Under this Proposal Bull Services proposes to amend the current Contract Agreement No. 071B1001726 between Bull Services and the State for the Audit Selection, Field Audit, and Audit Management & Tracking applications of the State's FARSTaR/ESKORT System in order to extend the term thereof, modify the scope of the software maintenance services provided for therein and amend the software maintenance charges set forth therein so that the following monthly rates shall apply to each category of application:

Better Information
Better Decisions
Better Government



Knowledge Solutions
from Bull Services

Bull Services
822 Centennial Way, Suite 100
Lansing, MI 48917
517/327-2280
Renee.Owings@Bull.com
<http://www.Bull.com/US/>

NEW MONTHLY MAINTENANCE RATES	
APPLICATION CATEGORY	MONTHLY RATE
<u>AUDIT SELECTION</u>	\$7,876
<u>AUDIT MANAGEMENT & TRACKING</u>	\$3,995
<u>FIELD AUDIT - OPTIONS</u>	
* <u>FIELD AUDIT - FULL FUNCTIONALITY</u>	\$7,148
* <u>FIELD AUDIT - SELECTED FUNCTIONALITY</u>	\$3,510
*Contract will start with Full Functionality option and continue with that option until notified by the State to switch to Selected Functionality.	
Monthly Amount with Full Functionality Coverage <i>Annualized price is \$228,228</i>	\$19,019
Monthly Amount with Selected Functionality Coverage <i>Annualized price is \$184,572</i>	\$15,381

Please note that the above software maintenance prices for these applications - Audit Selection, Field Audit, and Audit Management and Tracking - reflect approximately a 17% discount from the current contracted rates. These new rates would apply between the dates when this Proposal is accepted and September 30, 2006 which shall be the expiry date of the amended contract.

Software maintenance provided at the proposed reduced rates shall be performed in accordance with the existing terms and conditions of the Contract Agreement No. 071B1001726, however, Bull Services obligations in respect of scope of software maintenance services shall be limited in accordance with the following language which shall be substituted in place of the language provided under the scope of software maintenance services in Contract Agreement No. 071B1001726:

1. Bull Services will respond to questions asked regarding problems with FARSTaR in timeframes specified in the Contract Agreement No. 071B1001726.
2. Bull Services will respond to errors with workarounds or patch releases in timeframes specified in the Contract Agreement No. 071B1001726.
3. Workarounds and patch releases will be installed by State personnel.
4. Optional additional services will be provided by Bull Services based upon Bull Services' then current standard (non-loaded) rates.

5. No site visits will be included in the proposed reduced rate. Site visits will be provided by Bull Services as requested by the State at additional costs based upon Bull Services' then current standard (non-loaded) rates.

In consideration of the rate reductions, the State will contemporaneously extend the term of Contract Agreement No. 071B1001726 through September 30, 2006. The prorated annual price of the contract extension will be:

- \$209,209 if the extension begins on November 1, 2005, or
- \$190,190 if the extension begins on December 1, 2005.

The State can, with a 30 day notice to Bull Services, reduce the software maintenance on the Field Audit component from the full functionality price to the selected functionality price specified in the above table. Following notification, the State will no longer receive software maintenance for the Field Audit components removed from the application. The following table defines the functions included with the Full Functionality and Selected Functionality Field Audit application.

Application	Function	Full Functionality	Selected Functionality
Field Audit	Assistant	Yes	No
Field Audit	Designer (Audit)	Yes	No
Field Audit	Organizer	Yes	Yes
Field Audit	Alarm Monitor	Yes	No
Field Audit	Image Server	Yes	No
Field Audit	Retrieval Server	Yes	No
Field Audit	Result Server	Yes	No
Field Audit	Update Server	Yes	No
Field Audit	Request Synchronization Server	Yes	No
Field Audit	Synchronization Server	Yes	Yes
Field Audit	Auditor Reports database	Yes	Yes
Field Audit	Rule Feed Back System	Yes(See Note 1)	Yes (See Note 1)

Note 1: Bull Services will maintain the Rule Feed Back System only on condition that the State does not make any changes to the Access application that supports this mechanism. Any changes that Bull Services has to make in the Rule Feedback System in order to make it function after the discontinuation of Field Audit and the introduction of Team Mate, will be provided to the State at an additional cost.

Ms. Joanne Klasko
October 21, 2005
Page 4 of 4

If the State wishes to accept this Proposal, Bull Services will be pleased to provide software maintenance upon the State's issuance to Bull Services of the following:

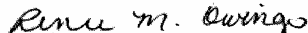
1. A Change Notice to extend Contract Agreement No. 071B1001726 between the State and Bull Services, as amended by Bull Services' Proposal (this Proposal) dated October 21, 2005, referencing this Proposal, extending the term through September 30, 2006, redefining the scope of software maintenance services as per points 1 thru 5 above and stating a contract value of either \$209,209 (if starting on November 1, 2005), or \$190,190 (if starting on December 1, 2005); and
2. A Purchase Order for the amount of \$209,209 no later than October 31, 2005, or a Purchase Order for the amount of \$190,190 no later than November 30, 2005, that includes a reference to such Purchase Order being issued under Contract Agreement No. 071B1001726, as amended by Bull Services' Proposal (this Proposal) dated October 21, 2005,

Upon acceptance of this Proposal and issuance of the above mentioned Change Notice and Purchase Order, the Contract Agreement No. 071B1001726 will be amended to reflect the extended term, the modified scope of software maintenance services and the new rates as set forth herein.

The pricing, inclusive of discounts, set forth in this Proposal is valid until December 31, 2005. Until this Proposal is accepted, Bull Services' September 6, 2005 Proposal, and the rate quoted therein, will remain in full force and effect.

Thank you for your consideration of this Proposal. We look forward to our continuing relationship with the Department of Treasury.

Sincerely,



Renee Owings
Michigan Business Director

cc: Sue Pifer
Juan Chapa

Steve Karczewski
Gary Ruhl

Neal Zuzga
Rick Paoletti

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

October 7, 2002

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B1001726
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 327-6700
Integrus, Inc. 300 Concord Rd. Billerica, MA 01821 tom.patrick@bull.com		Tom Patrick
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-1080
Contract Administrator: Juan Chapa FARSTAR/ESKORT Maintenance & Support – Department of Treasury		
CONTRACT PERIOD:		To: September 30, 2005
From: August 17, 2001		
TERMS	SHIPMENT	
N/A	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, the Contract Administrator for this Contract is:
Juan Chapa
DIT, Treasury Information Systems Development
7285 Parson Dr.
Dimondale, MI 48821
Phone: 517-636-5031
Email: chapaj@michigan.gov

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

July 8, 2002

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B1001726
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Integrus, Inc. 300 Concord Rd. Billerica, MA 01821	TELEPHONE (517) 327-6700 Tom Patrick VENDOR NUMBER/MAIL CODE BUYER (517) 373-1080 Melissa Castro
Contract Administrator: Stan Borawski FARSTAR/ESKORT Maintenance & Support – Department of Treasury	
CONTRACT PERIOD: From: August 17, 2001 To: September 30, 2005	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, the attached changes are incorporated into this contract. The contract dollar amount is increased by \$247,978.50 to fund the changes.

INCREASE: \$247,978.50

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,433,033.98

Change Request Id	Title	Priority	Estimate (hours)	Comment	Unit Price	Cost
02-012	Interest calculation	F01	252		\$199.50	\$50,274.00
02-013	Print of sales and use tax transcripts	F02	17		\$199.50	\$3,391.50
02-014	Print of projection	F03	17		\$199.50	\$3,391.50
02-017	Spell check of notes/explanations	F04	42		\$199.50	\$8,379.00
02-016	Several print drivers per document	F05	168		\$199.50	\$33,516.00
02-015	Account number should be used in print	F06	26		\$199.50	\$5,187.00
02-007	Environment Reports	S01	126	Assuming 02-002 has been implemented	\$199.50	\$25,137.00
02-018	Audit Selection Network File Path Correction Proposal	S10	58		\$199.50	\$11,571.00
02-002	Knowledge base reports	S02	84		\$199.50	\$16,758.00
02-006	Generic Roles in the AMT	S03	84		\$199.50	\$16,758.00
02-004	Rules in Review Manager and AMT	S04	168		\$199.50	\$33,516.00
02-009	Audit Type, Review Type and Source Code	S05	21		\$199.50	\$4,189.50
02-005	Check for existing taxpayer review	S06	21		\$199.50	\$4,189.50
02-003	Audit History	S07	84		\$199.50	\$16,758.00
02-001	AMT Flow changes	S08	33		\$199.50	\$6,583.50
02-008	Change to the Assignments Not Allocated list	S09	42		\$199.50	\$8,379.00
Total hours			1243			
Rate per hour			\$199.50			
Total cost						\$247,978.50

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: *Stan Borawski*
Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Jill McDougall

Summary Description of Change 02-001

Managers send assignments to "with-supervisors" status, questionnaires are then sent out to the taxpayer. Sometimes there are scheduling problems or situations where auditors quit or are assigned to a special project. Consequently the audit will not be performed for a long period of time. Supervisors need to have the ability to request that assignments in "with-supervisor" status be sent back to the potential pool, and managers have the ability to either approve the assignment being sent back to potential status or reassign the audit to another supervisor. We also need the ability to send the assignment that is in "with-auditor" status back to "with-supervisor" status if the auditor leaves or is reassigned.

Is a Change Request Impact Review required?

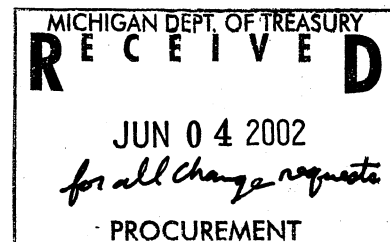
Yes No

Change Implementation Proposal dated:

March 11, 2002

Is a price adjustment or Contract change required?

Yes No



Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications:

- Audit Manager

Estimate for audit manager and database changes are 33 hours.

CHANGE REQUEST APPROVALS

MDT Project Manager

[Signature]

Bull Project Manager

[Signature] JUN 5 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-001

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: *Stan Borawski*
Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Jill McDougall

Summary Description of Change 02-002

For knowledge base maintenance purposes, it is imperative that we have a formatted, flexible, fast, easy-to-use report generator. At the present time we have three report generators available in the configuration workbench for printing out rules or parts of rules. They are "Notepad", "Pretty", and "Report: Generic".

The "Generic" report rates the best. However, the current generic report does not allow for the creation of a number of layouts. It does not offer enough flexibility. We would like the option to select and print rule name and description, rule name and formalization, rule name and reason outputs, rule names only, etc. In addition, we would like the ability to print with or without the "report generator grid" and/or the "overview". We would also like to be able to sort by both rule number and subject.

Expanding the generic report concept should allow the user to select the elements that are displayed and on what elements to sort. Additionally it should be possible to either switch on or switch off the rule-overview and the selection boxes.

We would like the ability to create new layouts and implement more reports using the current generic reports interface.

The above could be combined with basic training of Audit staff to allow them to make simple changes to existing reports and create reports based on the existing WM-data developed reports.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Configuration Workbench for Selection
- Configuration Workbench for Field Audit

The change will be implemented by updating the generic report to take into account the following points:

- Selection of the "fields" that should go on the report
- Selection of the parts of the report that should go on the report (overview, details)
- Sorting on numeric rule number and subject.
- Introduce a rule formatter.

Such a solution will require upgrade to XML 4.0.

Estimate for changes are 84 hours.

CHANGE REQUEST APPROVALS

MDT Project Manager

Ann Bryneski

Bull Project Manager

Joe Pala

JUN 3, 2004

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____

Date: _____

Change Request Tracking Number - 02-002

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature:  Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Jill McDougall

Summary Description of Change 02-003

The audit history needs to flow electronically into the review manager. To accomplish this the Review manager needs to do a query for the prior audit history for each taxpayer account number when a review list is being created. The results of this query should flow directly to the fields in the "Audit History" tab under the assignment detail. Under the current Review Manager, the assignment detail is not created at the time the list is produced. Any solution will need to address this issue as well, possibly creating the assignment level detail for tax types based on the tax code in combination with the results of the prior audit history query. A case will arise that a taxpayer is not registered for use tax but a prior use tax audit was performed and we would like that information to be pulled in. The ability to edit these fields should remain although the information is flowing directly.

The audit history information that flows electronically into the review manager needs to be the most recent, prior audit period available. Specific tax type audit period would need to be tied to, the determined most recent prior audit period.

Example; SBT audit was conducted from 1/1/96 to 12/31/00, sales tax audit was from 4/1/96 to 3/31/00, use tax audit for the period was included in the sales tax audit. The Use tax audit for the period 4/1/85 to 3/31/90 should not flow into the audit history tabs. (If this older information cannot be screened out, the selector needs to be able to delete it if it is not applicable to the current period.)

Is a Change Request Impact Review required?

Yes No

Change Implementation Proposal dated:

March 11, 2002

Is a price adjustment or Contract change required?

Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Review Manager
- Audit Manager

Estimate for changes are:

- Review Manager changes: 40 hours
- Audit Manager changes: 44

CHANGE REQUEST APPROVALS

MDT Project Manager

Adam Barnewski

Bull Project Manager

Joe [unclear] June 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-003

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: *Stan Borawski*
Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Jill McDougall

Summary Description of Change 02-004

Currently we are unable to do a proper analysis of the quality of the rules and there is no direct method to move information from the profile browser to the review manager. We would like a single solution that would address both of these issues. This is to request an additional tab called **Rules That Fire** be added in Review Manager and Audit Manager. Information will need to flow electronically from the Profile Browser to the Review Manager where it can be transferred from Review Manager to the corresponding tab in Audit Manager.

The information we consider essential in this new tab is Rule Number/Name, Reason Output, Computed value = (Observation value * Likelihood) and Expected CITE code that is mapped to the Rule Number/Name. This information we want limited to only years in statutory period, sorted by Year and Computed Value (descending).

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

There are a few questions as to the contents of this change request.

Should the relevant rules be linked to a taxpayer or an assignment, i.e. would we need to be able split fired rules into groups relevant for each assignment? Could rules be relevant for more than one assignment?

Should this information be transferred to the master case file and the assistant?

Would we need more information in the Configuration Workbench to do this?

A full implementation of the change will impact the following applications

- Configuration Workbench
- Review Manager
- Audit Manager
- Audit Assistant
- Retrieval Server / Field Audit Configuration

One solution would be to add the information into the database. Another solution would be to add additional read-only information as a xml snippet stored in the database allowing the review manager, audit manager and assistant to view these data in a consistent way using a style sheet.

The impact of the change request depend on the outcome of the questions above, but the following represent the changes to be made for the simplest implementation of the change.

Basic estimate for changes are:

- Review Manager changes including database changes: 40 hours
- Audit Manager changes including database changes: 60 hours
- Configuration Workbench changes: 16 hours

The following estimates will be dependent on the answers to the questions above:

- Audit Assistant Changes: 40 hours
- Retrieval Server / Field Audit Configuration Changes: 12 hours

Project FARSTaR



Change Request Form

CHANGE REQUEST APPROVALS

MDT Project Manager

Adam Gronowski

Bull Project Manager

Jim Pella JUN 3 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-004

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature:  Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Jill McDougall

Summary Description of Change 02-005

When we are creating a list of taxpayers to be reviewed, it is impossible to tell if the taxpayer has been reviewed recently on another review list or if the taxpayer is currently being audited by the department without doing other queries to obtain this information. If these conditions do exist the taxpayer should not be added to a new review list.

We suggest that the Review Manager should do a query before adding the taxpayer's name to a review list. The query would determine if the taxpayer is currently being audited or if the taxpayer has been included on a prior review list. Review Manager could then present a dialog box to the selector, which would display relevant information. The selector can then choose to include the taxpayer in the review list that is being created or decline the taxpayer so the taxpayer is not included in the current review list.

The dialog box should indicate the following information:

If the taxpayer is currently in audit status, indicate the tax type of the assignment, the start date and end date (if completed).

If the taxpayer has been included on a previous review list, indicate the number of the review list and the date that review list was created.

If the audit end date or the review list creation date is more than 3 years old, no information needs to be displayed in the dialog box. The taxpayer should be reviewed again.

This change would save the selector a lot of time and avoid duplicate assignments which may affect production reports etc.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Review Manager

Estimate for changes are:

- Review Manager changes: 21 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

[Handwritten Signature]

Bull Project Manager

[Handwritten Signature] JUN 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-005

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: Stan Borawski

A handwritten signature in black ink, appearing to read "Stan Borawski".

Submitted to Bull: 2/22/02

Originated By: Jill McDougall

Summary Description of Change 02-006

New generic roles need to be created for the AMT that will allow us to add roles to the Audit Management and Tracking System. With these roles we need the ability to assign the appropriate actions necessary at the time the roles are implemented. Currently we need roles for central clerical, policy reviewers, Carolyn and users that need to view assignments anywhere in the system but have no other actions. Currently many users have the role of Selection Supervisor. We need the ability to create generic roles in the future.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications:

- Audit Manager
- User administration application

The new user administration application is a new application that will allow administrator to define new users and roles, and define the contents of the roles.

Estimate for audit manager and database changes are 44 hours.

Estimate for the user administration application is 40 hours.

The rollout of this will require severe testing and possibly synchronized with database changes.

CHANGE REQUEST APPROVALS

MDT Project Manager

Bull Project Manager

June 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-006

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Jill McDougall

Summary Description of Change 02-007

Issue/Request: We have a report generator for the rule base in the configuration workbench but we have very little in report capability for the environment section of the configuration workbench (we can select one dimension member at a time and get a report of what rules that member is used in). This is helpful but very limited. Sometimes, we may want a summary report listing all dimension members and the rule names they are used in. This would be a very time consuming process with what we have now. The report should allow the user to do the following for both the Production and Complexity Environments:

- Print all dimensions
- Print all dimensions with their members
- Identify and Print all dimension members that are being used in rules
- Identify and Print all dimension members that are not used in rules
- Print all dimension "descriptions" For example the feature should allow printing of UniqueName, ExtendControl etc.
- Print all dimension member "description"
- Print all parameters
- Print all parameter "description"
- Print all cubes
- Print all cube "description"
- Print all cube members
- Print all extract definitions
- Print all conversion definitions
- Print all conversion descriptions

The report should allow printing and viewing by a single Environment Classification. For instance, the user should be able to print only Cubes, Dimensions, or Extract definition Conversion definitions etc.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The reports on the environment will involve some work, firstly because there are many different entities for which layouts need to be defined. Furthermore, the general generic report structure allowing the user to select the required information has to be built from scratch.

The change will impact the following applications

- Configuration Workbench for Selection
- Configuration Workbench for Field Audit

Estimate for changes are:

- Layout of entities: 80 hours
- Generic report design: 46 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

Ann Bonicelli

Bull Project Manager

Jim [Signature] Jun 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-007

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: *Stan Borawski*
Stan Borawski

Originated By: Jill McDougall

Summary Description of Change 02-008

In the Audit Management and Tracking System, using the Audit Manager menu, listing [Assignments not allocated], and the Audit Supervisor menu [Assignments not allocated] we need to add issue date to the list and allow the manager to be able to sort by issue date. Managers get new assignments added to their potential pool daily. The managers may have hundreds of assignments in their not allocated list. Currently the managers have no way of identifying assignments that are new to their potential pool.

We would also like to change the order of the list to have the Ranking Score for Deficiency and Complexity next to Priority. There are too many fields in the Assignments not allocated list. We would like to remove [Statutory] from this list because potential assignments normally have no statutory date when issued. We would also like to remove the [Package Complete] field and if possible the [Last Audit] [From] date, but we need to keep the [To] and the [Result] from the [Last Audit] field.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications:

- Audit Manager

The solution will include sorting and the general introduction of the issue date into the list view. If this general approach is not accepted, costs might be higher.

Estimate for audit manager: 42

CHANGE REQUEST APPROVALS

MDT Project Manager

Steve Bernick

Bull Project Manager

Steve Bernick JUN 5, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-008

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: *Stan Borawski*
Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Jill McDougall

Summary Description of Change 02-009

The Audit Type field is currently at the taxpayer level in the Review Manager and at the Assignment level in the AMT. This is creating an issue as the Audit Type Non-Stat is only applicable to Sales or Use tax assignments not SBT. This field needs to be moved in the review manager from the taxpayer level to assignment level.

We also need to move Review type and Source to the Assignment level. Different tax types could have different Audit types and Source codes. These fields are entered at the Assignment level in the AMT system.

Is a Change Request Impact Review required?

Yes No

Change Implementation Proposal dated:

March 11, 2002

Is a price adjustment or Contract change required?

Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Review Manager

Estimate for changes are:

- Review Manager changes including database changes: 21 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

Am Bronowski

Bull Project Manager

Joe [unclear] June 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-009

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: Stan Borawski

A handwritten signature in black ink, appearing to read "Stan Borawski".

Submitted to Bull: 2/22/02

Originated By: Vic Carpenter (FAST Team)

Summary Description of Change 02-012

Interest should be calculated for each year of the audit period through the calc through date, taking into account carry forwards and carry backs. Interest within the Case File should result in the same answer for each audit period as interest calculated using the Supplemental Interest document created in Excel found in the Working Papers folder under each tax in the Assistant.

Interest calculation in the current system can only compute interest on a yearly basis. That is from the due date of return to next due date in the audit period. Interest is calculated from the first period due date to the second period due date and that deficiency is carried forward to the next period for calculation and so on, until the last period when interest is calculated on the entire deficiency from the last due date to the calc through date. This calculation calculates the proper amount of interest but it is not acceptable for the taxing divisions and is confusing for the taxpayer.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Audit Assistant

A method has to be implemented that populates an interest document. The implementation entails the creation of a new document type with another type of calculation support. For performance reasons, the calculation within the interest document support may need to be user controlled, so that the actual calculation is activated by the user when the required input data has been specified. Input data that are available within the case file shall be included automatically into the document. A report of the new document might also be required.

Estimate for changes are:

- Audit Assistant changes: 252 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

Ann Bonwell

Bull Project Manager

Jan 7, 2002 *[Signature]*

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-012

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Vic Carpenter (FAST Team)

Summary Description of Change 02-013

Print of Sales and Use Tax Transcripts.

It should be possible to print only selected types of columns in a specific report. For example, in the Sales and Use Tax Transcripts, we only want to print the reported column. Having trouble configuring this in the style sheets due to period index correlation.

Is a Change Request Impact Review required?

Yes No

Change Implementation Proposal dated:

March 11, 2002

Is a price adjustment or Contract change required?

Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Audit Assistant

Estimate for changes are:

- Audit Assistant changes: 17 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

[Signature]

Bull Project Manager

[Signature] June 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number _____ 02-013 _____

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: Stan Borawski

A handwritten signature in black ink, appearing to read "Stan Borawski".

Submitted to Bull: 2/22/02

Originated By: Vic Carpenter (FAST Team)

Summary Description of Change 02-014

Print of a projection. Projections are printed showing no decimals. It should show six decimal places as is shown within the projection document. Problem is that the xml dump used for printing only contains two decimals. Also, the Start Value and the Result Value should show six places after the decimal point. We prefer that the Audit Adjustment document only show two decimal places.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Audit Assistant

Estimate for changes are:

- Audit Assistant changes: 17 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

Ann Bruski

Bull Project Manager

Stu Tubb June 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____

Date: _____

Change Request Tracking Number - 02-014

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: Stan Borawski

A handwritten signature in black ink, appearing to read "Stan Borawski".

Submitted to Bull: 2/22/02

Originated By: Vic Carpenter (FAST Team)

Summary Description of Change 02-015

Print: The account number should be used in print, not the Taxpayer ID number.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Audit Assistant

Estimate for changes are:

- Audit Assistant changes: 26 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

[Signature]

Bull Project Manager

[Signature] JUNE 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-015

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: Stan Borawski

A handwritten signature in black ink, appearing to read "Stan Borawski".

Submitted to Bull: 2/22/02

Originated By: Vic Carpenter (FAST Team)

Summary Description of Change 02-016

Print - it should be possible to attach several print drivers to a document. That is it should be possible for the auditor to select between several reports for the same document.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Audit Assistant
- Designer
-

The following changes are required:

- Update the designer to allow specification of print drivers
- Update the designer to allow attachment of print drivers to documents
- Update the assistant to utilize the new information in the configuration file created by the designer.

A comprehensive solution will carry the specification of the connection between documents and print drivers into the designer. There is a possibility of a simpler solution, where the connection is specified in a settings file.

Estimate for the simple solutions are:

- Audit Assistant changes: 84 hours

Additional hours required for an comprehensive solution are:

- Designer changes: 84 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

Mark Bruske

Bull Project Manager

Dan J. King

JUNE 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____

Date: _____

Change Request Tracking Number - 02-016

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature: *Stan Borawski* Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Vic Carpenter (FAST Team)

Summary Description of Change 02-017

Add the ability to spell check of Audit Notes/Explanations.

Is a Change Request Impact Review required?

Yes No

Change Implementation Proposal dated:

March 11, 2002

Is a price adjustment or Contract change required?

Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The change will impact the following applications

- Audit Assistant

The solution will use word spell checker to do the actual spelling. Word will be starting in the background. The text in question will be forwarded to word, , and the spell check will be run on the work document. After the completion of the spelling, the revised text will be retrieved from work and changed in the case file.

Basicly, this should be a simple and straightforward process, but the presence of formatting information in notes may complicate matters.

Estimate for changes are:

- Audit Assistant changes: 42 hours

CHANGE REQUEST APPROVALS

MDT Project Manager

Handwritten signature of the MDT Project Manager.

Bull Project Manager

Handwritten signature of the Bull Project Manager and the date "JUN 3, 2001".

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____

Date: _____

Change Request Tracking Number - 02-017

Project FARSTaR



Change Request Form

Date: 11/15/01

Project Manger Signature:  Stan Borawski

Submitted to Bull: 2/22/02

Originated By: Vic Carpenter (FAST Team)

Summary Description of Change 02-018

Audit Selection Network File Path Correction Proposal

As the programming now stands, the Selection PC's must use the Microsoft client to open a UNC path to the Audit Selection NT server to access files for several programs. What has brought attention to this issue lately is:

- We are out of connection licenses for the server and,
- Performance connecting via this method is extremely slow on our Windows 2000 test PC's.

Among the possible solutions were a few that involved moving portions of the FARSTaR system to the Novell network. Although the Novell network solves some issues, it also creates some as well. If we were to use a Novell server, we may save on some recoding of the FARSTaR software, however we sacrifice having FARSTaR being contained within their own dedicated servers and will also have to bridge the Novell and NT servers which create another host of issues and potential problems.

A recommendation has been made by TCC/OITS staff and WM-data engineering staff that suggests a restructuring of how the software in questions functions. We have been lead to understand, the client PC's can access the servers via ODBC to query a database(s) for what it would have been accessing before as a file via UNC path. The server(s) could still move data around via FTP or UNC path because there are no issues within and between the NT servers themselves with file paths. If this solution is implemented, we would no longer have any client license issues, nor will we have another set of ID and passwords to maintain. I have to believe performance would be the same if not better than we are experiencing, and should exceed the performance we anticipate on the Windows 2000 PC's under the current system.

Is a Change Request Impact Review required? Yes No

Change Implementation Proposal dated: March 11, 2002

Is a price adjustment or Contract change required? Yes No

Project FARSTaR



Change Request Form

Change Impact Review

The proposal require the following changes:

- Moving the client access to ad-hoc task files from direct file system access to either FTP or ODBC, or through a service giving access to the ad-hoc task files.
- Moving the client access to configuration archive files from direct file system access to either FTP or ODBC, or through a service giving access to the configuration archive files.
- Moving the client access to screening server log files from direct file system access to FTP, or through a service giving access to the screening server log files.

The change will impact the following applications:

- Screening Manager
- Configuration Workbench
- Screening Server
- Monitor applications

A solution based on a service concept may require additional licensing and evaluation of security issues (Keon). This needs to be clarified.

Several different approaches can be used. The simplest approach keep the configuration archive files, log files, ad-hoc tasks and releases as files using FTP for access. The locking feature of the archive will be implemented using the locking facilities of a database.

For the log files, the simplest approach would be to change the active monitoring of the whole log files to monitoring of file size and timestamp only, and to be able to view the log files on request.

Assuming the simplest approach, estimates are:

Ad-hoc task and release files from the screening manager: 21 hours

Configuration Archive Files and locking: 26 hours

Screening Server Log Files: 11 hours

Project FARSTaR



Change Request Form

CHANGE REQUEST APPROVALS

MDT Project Manager

Adam Brzycki

Bull Project Manager

John P. ... JUN 3, 2002

WM-data Project Manger

State RDBC Project Manger

CHANGE REQUEST WITHDRAWN

Project Manager: _____ Date: _____

Change Request Tracking Number - 02-018

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING

P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 3, 2002

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B1001726
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Integrus, Inc. 300 Concord Rd. Billerica, MA 01821	TELEPHONE (517) 327-6700 Tom Patrick
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-1080 Melissa Castro
Contract Administrator: Stan Borawski FARSTAR/ESKORT Maintenance & Support – Department of Treasury	
CONTRACT PERIOD: From: August 17, 2001 To: September 30, 2005	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

The business name on the contract is changed to:

Integrus, Inc.
300 Concord Rd.
Billerica, MA 01821

This is due to Bull HN's decision to spin off its Integrus division into a wholly-owned subsidiary. The new federal ID# is 2043574101/001. All other terms, conditions, and specifications remain the same.

AUTHORITY/REASON:

Per vendor's request in a letter dated 11/30/01.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,185,055.48

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING

P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 31, 2001

NOTICE
OF
CONTRACT NO. 071B1001726
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Bull HN Information Systems Capital Commerce Center 822 Centennial Way, Suite 100 Lansing, MI 48917	TELEPHONE (517) 327-6700 Tom Patrick
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-1080 Melissa Castro
Contract Administrator: Stan Borawski FARSTAR/ESKORT Maintenance & Support – Department of Treasury	
CONTRACT PERIOD: From: August 17, 2001 To: September 30, 2005	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those of this Contract Agreement and the vendor's quote dated **June 12, 2001**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$1,185,055.48**

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

**CONTRACT NO. 071B1001726
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Bull HN Information Systems Capital Commerce Center 822 Centennial Way, Suite 100 Lansing, MI 48917	TELEPHONE (517) 327-6700 Tom Patrick VENDOR NUMBER/MAIL CODE BUYER (517) 373-1080 Melissa Castro
Contract Administrator: Stan Borawski FARSTAR/ESKORT Maintenance & Support – Department of Treasury	
CONTRACT PERIOD: From: August 17, 2001 To: September 30, 2005	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of this Contract Agreement and the vendor's quote dated <u>June 12, 2001</u>. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$1,185,055.48	

THIS IS NOT AN ORDER: A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	FOR THE STATE:
Firm Name	Signature Joseph D. Chin, Jr., Director
Authorized Agent Signature	Name Technology & Professional Services Division
Authorized Agent (Print or Type)	Title
Date	Date



**OFFICE OF PURCHASING
STATE OF MICHIGAN**

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APPENDICES

- (A) ESKORT Software Support and Software Modification Agreement Terms**



DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder’s proposal; see also “Blanket Purchase Order.”
Contractor	The successful bidder who is awarded a Contract.
DMB	Michigan Department of Management and Budget
RFP	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
ITB	Invitation to Bid - A generic form used by the Office of Purchasing to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential bidders.
Successful Bidder	The bidder(s) awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for “Contract” used in the State’s Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

I-A PURPOSE

The purpose of this Contract is to obtain ESKORT software support and software modification for the Department of Treasury.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any bidder prior to signing of a Contract by all parties. The activities (be sure to spell out activity) in the proposed Contract cover the period **August 17, 2001 to September 30, 2005**. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Office of Purchasing, hereafter known as the Office of Purchasing, for the State of Michigan, **Department of Treasury**. Where actions are a combination of those of the Office of Purchasing and **Department of Treasury** the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. The OFFICE OF PURCHASING will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Purchasing shall direct otherwise in writing. All communications concerning this procurement must be addressed to:

Melissa Castro
Technology and Professional Services Division
DMB, Office of Purchasing
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
castrom@state.mi.us
(517) 373-1080

I-D CONTRACT ADMINISTRATOR

Upon receipt at the Office of Purchasing of the properly executed Contract Agreement, it is anticipated that the Director of Purchasing will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by the Office of Purchasing. The Contract Administrator for this project is:

Stan Borawski, Assistant Administrator
Department of Treasury
Field Audit, Region 1
1001 Terminal Road
Lansing, MI 48906
(517) 335-8739
borawskis@state.mi.us



I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract. Total liability of the State is limited to the terms and conditions of this Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will 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 program are to be released without prior approval of the State and then only to persons designated.

I-H DISCLOSURE

All information in a bidder's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-J INDEMNIFICATION

A. General Indemnification

Upon receipt of written notice, as required herein, the CONTRACTOR shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (1) any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents for any negligence or wrongful acts arising out of or resulting from (1) the services and products provided or (2) performance of the work, duties, responsibilities, actions or omissions of the CONTRACTOR or any of its subcontractors under this CONTRACT;
- (2) any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from a material breach by the CONTRACTOR of any representation or warranty made by the CONTRACTOR in the CONTRACT;



- (3) any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or related to occurrences that the CONTRACTOR is required to insure against as provided for in this CONTRACT;
- (4) any claim, demand, action, citation or legal proceeding against the State, its departments divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the CONTRACTOR, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the negligence or reckless or intentional wrongful conduct of the State;
- (5) any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents which results from an act or omission of the CONTRACTOR or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State by a third party to the extent that such 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 such equipment, software, commodity or service, infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the CONTRACTOR shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the CONTRACTOR, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such 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.

C. Indemnification Obligation Not Limited

In any and all 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 shall 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 subclauses, 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 subclauses.



D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the contract with respect to any claims based on facts or conditions which occurred prior to termination.

I-K NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-L WARRANTIES AND REPRESENTATIONS

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;
10. The Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;
11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;
12. A ninety (90) day warranty on all purchased and developed software, data conversion programs, and data and customization to the product performed by the contractor.

I-M TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

I-N CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's



data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-O REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-N of this Contract, shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-P CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000.00 each occurrence and, when applicable \$1,000,000.00 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000.00 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000.00 each occurrence and when applicable, \$1,000,000.00 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).



UPON CONTRACT EXECUTION, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.

These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.

I-Q NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

I-R CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall 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 Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State



may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approval(s) Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-S RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation



for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-T EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); 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 such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such 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. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the 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.

I-U ASSIGNMENT



The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

I-V DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor unless the State Purchasing Director has given written consent to the delegation.

I-W NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their 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, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-X NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such 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 (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor: **Tom Patrick, Account Manager**
Bull HN Information Systems, Inc.
822 Centennial Way, Suite 100
Lansing, MI 48917

For the State: **Stanley Borawski, Assistant Administrator**
Michigan Department of Treasury
Field Audit - Region 1
1001 Terminal Road
Lansing, MI 48906

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-Y ENTIRE AGREEMENT

The contents of this document will become contractual obligations, if a Contract ensues. Failure of the Contractor to accept these obligations may result in cancellation of the award.

This Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.



I-Z NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-AA SEVERABILITY

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

I-BB 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 this Contract.

I-CC RELATIONSHIP OF THE PARTIES

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

I-DD UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-EE SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-FF GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.



Appendix A

ESKORT Software Support and Software Modification Agreement Terms

This ESKORT Software Support and Software Modification Agreement Terms governs the ESKORT Software Support (“Software Support”) and the ESKORT Software Modification (“Software Modification”) that will be provided by Bull HN Information Systems Inc. (“Bull”) through its business partner WM-data to the State of Michigan, Department of Treasury (the “State” or the “Department”).

1. Support Term and Software Products Covered by this Agreement

1.1 The initial term for provision of Software Support and Software Modification (the “Initial Support Term”) shall start on August 17, 2001. Each Support Term after the Initial Support Term will start the day following the end of the previous Support Term and shall continue for a period of one calendar year.

2. Each Support Term after the Initial Support Term will start the day following the end of the previous Support Term and shall continue for a period of one calendar year.

2.1 The Software Support and Software Modification will be limited solely to the support of the following ESKORT software products (the “System”) which the Department has licensed (the “ESKORT License”):

- 2.1.1 ESKORT Audit Selection
- 2.1.2 ESKORT Field Audit (including the SESAM IT-Audit module)
- 2.1.3 ESKORT Audit Management and Tracking

3. Charges and Payments

3.1 Charges for Software Support (“Support Charges”) for the number of valid ESKORT user licenses held by the Department as of the date this Agreement is first executed shall be as follows:

3.1.1 Initial Support Term – August 17, 2001 through September 30, 2001

3.1.1.1	Audit Selection	\$85,000.00
3.1.1.2	Field Audit	\$60,000.00
3.1.1.3	Audit Management & Tracking	\$15,000.00

3.1.2 First Support Term - October 1, 2001 through September 30, 2002

3.1.2.1	Audit Selection	\$115,500.00
3.1.2.2	Field Audit	\$100,800.00
3.1.2.3	Audit Management & Tracking	\$21,525.00

3.1.3 Subsequent Support Terms - For each of the next three (3) years of the Support Term after the end of the First Support Term Support Charges shall be equal to the previous year’s maintenance for each module plus a maximum of a 5% annual escalator.

3.1.4 Bull will invoice the Department for all the Support Charges in advance of the beginning of the term when the Software Support will be provided.



3.2 The charges for any Software Modification (“Modification Charges”) shall be provided at the prices (“Modification Rates”) as follows:

3.2.1 Initial Support Term – \$190 per hour, plus any associated Travel and Lodging (“T&L”) expenses (based on the State’s then current T&L policy).

3.2.2 Subsequent Support Terms - For each of the next four (4) years of the Support Term after the end of the Initial Support Term the Modification Rate shall be equal to the previous year’s Modification Rate, plus a maximum of a 5% annual escalator plus any applicable T&L expenses.

3.2.3 Bull shall provide the number of Software Modification hours per Support Term as requested by the Department. The following table defines the hours requested by the Department during each Support Term and the estimated extended price per Support Term:

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extended Price</u>
Initial Support Term	500	\$190.00	\$95,000
Subsequent Year 1	500	\$199.50	\$99,750
Subsequent Year 2	500	\$209.50	\$104,750
Subsequent Year 3	500	\$220.00	\$110,000
Subsequent Year 4	500	\$231.00	\$115,500

NOTE: The hourly rates and extended price for subsequent years as defined above are estimated under the assumption that the maximum annual escalator will be in effect each year and that the maximum number of hours will be used in each Support Term. The extended price does not include any T&L expenses that may be associated with Change Requests.

3.2.4 Bull will invoice the Department monthly for all the Modification Charges on an actual hours worked basis plus any associated T&L expenses as permitted by the State’s travel reimbursement guidelines.

3.2.5 The Department may increase the Software Modification hours for any Support Term by providing Bull with a Purchase Order defining the hours requested for the Support Term and the extended amount (based on the established Modification Rates for that Support Term) for the defined hours.

3.3 On an annual basis, approximately 60 days prior to the start of a new Support Term, Bull will notify the Department of the Support Charges and Modification Rates for the upcoming Support Term.

3.4 The Department’s payment for all Support Charges and Modification Charges is due within 45 days from the date of Bull’s invoice.

3.5 The Department is subject to a late payment charge of 1.5% per month, but not in excess of the lawful maximum, on any past due balance.



4. Diagnostic Materials

Bull may, at its sole option, provide to Customer maintenance, support and other diagnostic routines, computer program media and related documentation ("Diagnostic Materials") for use in installing, testing, diagnosing or verifying the System supported hereunder.

- 4.1 License: Any license granted by Bull to Customer to use the Diagnostic Materials will be a non-exclusive, non-transferable license solely for the Department's own use in accordance with Bull's instructions.
- 4.2 Term and Termination: This Diagnostic Materials license is effective when the Initial Support Term starts (Section 3.1.1) and terminates when the Department elects to discontinue contracting for Software Support or Bull elects to discontinue providing Software Support (whichever occurs first). Within 5 days after effective date of the discontinuance of Software Support the Department will destroy the original and all copies of the Diagnostic Materials in any form and upon request certify the destruction in writing.
- 4.3 The Department shall agree that:
 - 4.3.1 The Diagnostic Materials are and remain the property of Bull or its licensors. The Department (i) has no right, title or interest in the Diagnostic Materials, except as stated in this Section 4, (ii) shall not sell, transfer or otherwise make available the Diagnostic Materials to others, (iii) shall secure and protect Diagnostic Materials, including erasure thereof prior to disposing of media, consistent with the maintenance of the rights therein, and (iv) shall take any action necessary with its employees who are permitted access to the Diagnostic Materials to satisfy its obligations;
 - 4.3.2 The Department will keep confidential Diagnostic Materials containing trade secrets and this obligation survives termination of this Agreement;
 - 4.3.3 The Department will not reverse assemble or decompile the Diagnostic Materials in whole or part; and
 - 4.3.4 The Department will install updates and revisions to the Bull specified release of the Diagnostic Materials within 30 days from shipment to the Department.

5. Department Responsibilities

- 5.1 The Department shall designate a minimum of one (1) and a maximum of three (3) primary contact(s) to work with Bull and WM-data in resolving problems with the System. Such individual(s) is/are to have sufficient knowledge to be able to define the technical aspects of problems with the System to Bull and WM-data, to interpret and apply remedial instructions received from Bull and WM-data, and to implement revisions to the System provided by Bull and WM-data.
- 5.2 The Department shall install revisions to the then current release of the System, or licensor's specified prior release of the System, within 90 days from date of provision by Bull and WM-data thereof, or as mutually agree to by Bull and WM-data and the Department.
- 5.3 The Department will provide on-line and remote access (including, but not limited to all required login id's, password, network and security) as may be required for Bull and WM-data to access the System and provide the Software Support and Software Modification. Such access will be provided as may mutually be agreed by the Department and Bull, and within the limitations of the State and Department standards.



6. Software Support

The Software Support shall be as follows:

- 6.1 The Software Support shall include, but at Bull’s sole discretion may not be limited to:
 - 6.1.1 Resolution of errors in, or problems with, the System or any part thereof, including the associated documentation (“Support Issue(s)”) which the Department has identified in accordance with the procedures established by Bull and WM-data and which may prevent the System from performing or being used in accordance with the agreed upon System documentation.
 - 6.1.2 Consultation assistance during the Department’s installation of new releases of the System or parts thereof.
 - 6.1.3 Responding to questions reasonably related to the Department’s usage of the System.
 - 6.1.4 Development and application of a temporary fix or work-around, where possible, in the event of full resolution of an error/problem not being feasible in the short term.
 - 6.1.5 Assistance in the preparation of Support Issue Reports and processing/responding to Support Issue Reports.
 - 6.1.6 Assistance in resolving problems related to the installation of update and corrective information.
 - 6.1.7 Access to (right to use) new versions of the ESKORT Compliance Platform (generic compliance application code and user tools such as rule editor and compiler) as and when Bull and WM-data release them for general customer usage, or as may be mutually agreed upon by Bull, WM-data and the Department.
 - 6.1.8 An annual technical review with the Department that is designed to focus on a review of the System and resulting recommendations for updating the System.

- 6.2 The Software Support shall not include the following:
 - 6.2.1 Any services associated with incorporating all or parts of new versions of the ESKORT Compliance Platform into the System; the requirement to have new or improved functionality incorporated into the System must be a Department decision and the effort used by Bull and WM-data to effect this incorporation will be charged separately at the then current time and materials rates or on the basis of a fixed price proposal.
 - 6.2.2 Any services associated with maintaining the domain parts of the System (such as knowledge bases, audit plans, letter templates; etc.) – these will be the responsibility of the Department using a combination of the supplied ESKORT user tools and the Department provided standard third party products (such as WEB publishing tools, word processors, spread sheets etc.).
 - 6.2.3 Any services associated with updating the System’s application code in the event of changes in standard third party products used in conjunction with the System.
 - 6.2.4 Any services associated with updating the System’s application code in the event of changes in the underlying data environment/model or tax laws.
 - 6.2.5 Any services associated with the maintenance of any standard third party products used with, or which form part of, the System.
 - 6.2.6 Any services associated with any Department initiated Change Request to the System.

- 6.3 Onsite Support:



- 6.3.1 If Bull or WM-data determines that onsite support is required for the resolution of any Support Issue then Bull or WM-data will provide such onsite support at no additional cost to the Department.
- 6.3.2 If the Department requests and requires on-site support from Bull and WM-data, which is not deemed necessary by Bull or WM-data in order to fulfill Bull's obligations under this Agreement for the provision of Software Support, then Bull and WM-data will provide such support under conditions as may be mutually agreed to among Bull, WM-data and the Department and the Department shall be charged for such on-site support in accordance with the hourly labor rate scale as follows and the State's then current Travel and Lodging policy:
 - 6.3.2.1 Initial Support Term – \$190 per hour, plus any applicable Travel and Lodging expenses as permitted by the State's travel reimbursement guidelines.
 - 6.3.2.2 Subsequent Support Terms - For each of the next four (4) years of the Support Term after the end of the Initial Support Term shall be charged at an hourly rate equal to the previous year's hourly rate, plus a maximum of a 5% annual escalator plus any applicable Travel and Lodging expenses as permitted by the State's travel reimbursement guidelines..
- 6.3.3 Update Support: WM-data shall provide resolution of Support Issues as well as an updating facility associated with these (if necessary) via the Internet, CD or other means as may be mutually agreed upon among Bull, WM-data, and the Department.

7. Software Support Procedures

- 7.1 The procedure to be followed in the event of Support Issues which are deemed by the Department to have arisen within the WM-data supplied application code of the System, is as follows:
 - 7.1.1 On discovery of a Support Issue, the Department will log and document the Support Issue in writing in accordance with a mutually agreed registration and documentation standard.
 - 7.1.2 The Department will report Support Issues to WM-data via telephone, e-mail and/or fax. The Department can report Support Issues 24 hours per day, 7 days per week. Irrespective of which method the Department elects to use to report the Support Issues, the Department will provide WM-data with the supporting documentation via Internet or Fax.
 - 7.1.3 WM-data will provide staff to answer the Department's support calls during WM-data's normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m. Danish time, excluding a one (1) hour lunch period, excepting Danish holidays). Bull and WM-data will provide the Department with after-hours contact information that can be used in the event that a significant Support Issue arises during any hours other than normal WM-data business hours.
 - 7.1.4 Upon receipt, WM-data will log the Support Issue; undertake routine diagnosis and work to resolve the Support Issue within a reasonable period of time. Where deemed necessary by WM-data, the Department will be asked to provide further clarification and documentation of the problem to assist WM-data in its resolution of the Support Issue.
 - 7.1.5 In the event that the Support Issue is not resolved to the Department's satisfaction, the Department will escalate the Support Issue to the Bull Project Manager who will escalate the Support Issue within WM-data and who will work with WM-data and the Department toward the resolution of the Support Issue.



7.1.6 If the Department does not refer the Support Issue back to WM-data within five (5) working days from the time that then the Support Issue will be considered resolved and the Support Issue report will be closed.

7.2 The Department will reasonably assign a Priority classification (“Priority”) to each Support Issue when the Support Issue is reported to WM-data. The Priority will remain as assigned by the Department unless the Department and Bull and WM-data mutually agree to change the priority of the Support Issue. The Department will reasonably negotiate the status of Support Issues with Bull and WM-data, as may be requested by Bull and WM-data. The priority of Support Issues for which work-around procedures can be provided by WM-data will be reviewed after the work-around procedure is implemented.

7.2.1 Priority 1 Support Issues – issues which prevent the Department from working with the System and for which the Department requires immediate resolution: WM-data will begin work immediately when the problem is reported. WM-data will work on resolving the problem up to a maximum of 16 hours a day until the problem is resolved. The actual number of hours to be worked on the Support Issue by WM-data must be agreed with the Department and will correspond to the time that the Department dedicates appropriate resources to support WM-data in resolving the Support Issue.

7.2.2 Priority 2 Support Issues – issues that prevent the Department from performing its normal work with the System and which should be addressed with high priority. WM-data will begin to work with such a Support Issue within 8 working hours of the problem being reported and will work with high priority within its normal business hours until the problem is resolved. The Department will make appropriate resources available to support WM-data as may be reasonably required to resolve the Support Issue.

7.2.3 Priority 3 Support Issues – Support Issues that are not considered priority 1 or priority 2 by the Department. WM-data shall begin work on such a Support Issue within 1 working week of the Support Issue being reported and will work actively within its normal business hours until the Support Issue is resolved. The Department will make appropriate resources available to support WM-data as may be reasonably required to resolve the Support Issue.

7.3 Bull and WM-data will collaborate with the Office of Information Technology Services Technical Support staff and the Revenue Field Audit Support staff regarding the installation or modification of any software on any State system. Bull and WM-data will only install and/or modify any software on any State system with the pre-approval of the above identified organizations.

8. Remote Services

8.1 In order that Bull and WM-data may provide remote Software Support, the Department shall provide and maintain, at the Department’s expense, a telephone line and modem or Internet access to the servers that support the System, if so requested by WM-data. If dial-in access is requested by WM-data, WM-data shall provide the Department with the minimum technical specifications for the modem that the Department will provide for WM-data’s access to the relevant servers. The Department shall provide WM-data with all required logon-id’s, passwords and/or other security and authentication procedures, hardware, software, tools and/or any other required components as may be required for WM-data’s access to the System on the Department servers. Such access will be provided as may mutually be agreed by the Department and Bull, and within the limitations of the State and Department standards.



9. Software Modification

- 9.1 Bull will provide Software Modification on a fixed-price or Time and Material (“T&M”) basis as defined in a mutually agreed-upon Change Request. The Modification Rates defined in this proposal will be used for all Software Modification provided either on a fixed-price or T&M basis.
- 9.2 Bull and the Department will use the Change Management process as established for the FARSTaR project to request and define all Software Modification work. No Software Modification work will be performed until a mutually agreed-upon Change Request has been executed by both Bull and the Department.
- 9.3 The Change Management process may be modified as mutually agreed by Bull and the Department.
- 9.4 The Acceptance Criteria for each Change Request will be defined in the mutually agreed-upon Change Request.
- 9.5 Bull will identify in it’s response to each Change Request any T&L expenses that are permitted by the State’s travel guidelines and that may be associated with the Change Request.

10. Alteration and Termination of Software Support and Software Modification

- 10.1 Bull may alter the terms for the provisioning of Software Support and/or Software Modification effective as of the beginning of a Support Term by providing the Department with a sixty (60) day advance written notification of such change prior to the beginning of the Support Term and upon receiving written confirmation of the State’s acceptance of such terms prior to annual renewal
- 10.2 Bull may terminate the Agreement effective as of the expiration of an annual Support Term by providing the Department with a thirty (30) day advance written notification of such termination.
- 10.3 Customer may terminate this Agreement upon 30 days written notice effective on the expiration date of an annual Support Term.
- 10.4 Bull may terminate this Agreement immediately, without prior notice, in the event that the Department alters or otherwise modifies the System without the prior written approval of Bull.
- 10.5 Bull may terminate this Agreement immediately, without prior notice, in the event of a breach by the Department of its ESKORT License obligations.
- 10.6 Bull may terminate this Agreement immediately, without prior notice, in the event that the Department fails to pay its Support Charges and Modification Charges as defined in this Agreement.

11. General

- 11.1 Software Support and Software Modification Limitations
 - 11.1.1 Installation: The installation of the System and/or parts thereof, including all System revisions and updates, are the Department’s responsibility.
 - 11.1.2 Unmodified Software Products: Software Support and Software Modification will be provided for the System and for any changes/updates to the System as have been made by WM-data.



11.1.3 Bull is not liable for any failure or delay in performance due to any cause beyond its direct control and has no obligation arising out of the abnormal use of any item, site conditions not conforming to the applicable specifications, or any causes external to any item, including but not limited to accident, acts of God, fire or water damage, criminal conduct, neglect, acts of war, riots, strikes, lightning, electrical disturbances or other similar causes. Any service that is outside the scope of this Agreement may be provided, as available, in accordance with Bull's then current terms, conditions and charges.

11.2 Limitations of Remedy

11.2.1 Bull and the Department are not liable for any indirect, special or consequential damages or lost profits to anyone arising out of this Agreement or out of the use of any software product, documentation or service resulting from this Agreement.

11.2.2 No action in any form arising out of this Agreement shall be instituted more than 2 years after the cause of action has arisen or in the case of nonpayment, more than 2 years from the date of last payment or promise to pay.

11.2.3 The State's exclusive remedy and Bull's entire liability in contract, tort or otherwise for Software Support and Software Modification is the correction or exchange of the System being supported by Bull or the Software Modifications provided by Bull which is inoperable.

If Bull is unable to correct or exchange, then Bull shall pay the Department actual damages, which shall not in the aggregate for all claims exceed the charges paid by the Department under this Agreement for the item or service causing the actual damages.

11.3 Warranty Exclusion

BULL AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN, RESPECTING THIS AGREEMENT AND THE SYSTEM, DOCUMENTATION AND SERVICES PROVIDED. BULL DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE UNINTERRUPTED OR THAT THE SYSTEM IS ERROR-FREE.

11.4 Supplier Beneficiaries

The Limitations of Remedy and Warranty Exclusion provisions of this Agreement apply also to Bull's suppliers who are intended beneficiaries of such provisions.

11.5 Any written notice or other communication permitted or required with respect to this Agreement is to be sent by first class mail at the following addresses:

Bull HN Information Systems Inc.
 Attn: U.S. Finance
 300 Concord Road
 Billerica, MA 01821

Michigan Department of Treasury
 Attn: Mr. Bruce Hanses
 Treasury Building
 430 W. Allegan Street
 Lansing, MI 48922

Telephone: 978-294-6000
 Facsimile: 978-294-7999

Telephone:517-335-0967
 Facsimile:517-373-6941

Notwithstanding the above, the Department may send any operational communication, such as reporting of Support Issues to other addresses/electronic destinations as may be agreed from time to time by Bull and the Department.



- 11.6 Bull will use WM-data Consulting A/S (“WM-data”) as a subcontractor for the provisioning of ESKORT Software Support and Software Modification as defined in this proposal. Mr. Albert Menashe is WM-data’s authorized representative for WM-data’s provisioning of Software Support and Software Modification. Mr. Menashe can be contacted as follows:

WM-data Consulting A/S
Attn: Mr. Albert Menasche
Bregnerødvej 127, 3460
Birkerød, Denmark

Office Phone Number: 011 45 45 9484 28
Office Fax Number: 011 45 45 8204 57
E-Mail Address: almen@wmdata.com

- 11.7 The Department may assign this Agreement in whole or part only with the prior written consent of Bull. Upon the Office of Purchasing’s and the Department of Treasury’s approval, Bull may assign this Agreement in whole or part and all or part of the payments to the extent that Bull’s obligations to the Department are not affected.
- 11.8 If the Department fails to perform as provided herein, Bull has the right to terminate this Agreement and to exercise any other remedy existing at law or in equity. No delay or failure of Bull to exercise any right or remedy constitutes a waiver.
- 11.9 Bull will work with the Department so that all Bull and WM-data support staff who will have access to any Department data or Department confidential information will execute the Department’s then current Confidentiality Agreement as provided, or as may be modified with the mutual agreement of Bull and the Department, prior to having access to any Department data or Department confidential information.
- 11.10 Any amendment to this Agreement is to be in writing and signed by both parties.
- 11.1 This Agreement and the State’s Contract Number 071B1001726 is governed by Michigan law, is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written proposals and communications.