

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

September 30, 2010

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B9200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Questa Technologies 5415 King Avenue, Suite 101 Pennisuken, NJ 08109 Email: info@questatechnology.com	TELEPHONE Michael Zhou (856) 317-0260
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0239 Jacque Kuch
CONTRACT COMPLIANCE INSPECTOR: Barbara Suska RE:START DIT/DOC OMNI	
CONTRACT PERIOD: From: October 21, 2008 To: October 20, 2011	
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 October 20, 2011 and INCREASED by \$160,208.00.

AUTHORITY/REASON(S):

Per vendor and DTMB Purchasing Operations agreement and the approval of the State Administrative Board on September 30, 2010.

INCREASE: \$160,208.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$497,216.00

FOR THE CONTRACTOR:

Questa Technologies
Firm Name
Authorized Agent Signature
Authorized Agent (Print or Type)
Date

FOR THE STATE:

Signature
Jacque Kuch, Buyer
Name/Title
IT Division
Division
Date

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 2, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B9200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Questa Technologies 5415 King Avenue, Suite 101 Pennisuken, NJ 08109 Email: info@questatechnology.com	TELEPHONE Michael Zhou (856) 317-0260
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0239 Jacque Kuch
CONTRACT COMPLIANCE INSPECTOR: Barbara Suska RE:START DIT/DOC OMNI	
CONTRACT PERIOD: From: October 21, 2008 To: October 20, 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 October 20, 2010 and INCREASED by \$160,208.00.

Per Executive Directive 2009-3, the vendor has offered the following price concessions to the State of Michigan:

Effective 10/21/2009 thru 10/20/2010, the hourly rate is reduced 5%. The new hourly rate is \$80.75, for a total savings of \$8,432.00.

AUTHORITY/REASON(S):

Per vendor and DMB Purchasing Operations agreement and the approval of the State Administrative Board on December 1, 2009.

INCREASE: \$160,208.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$337,008.00

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 24, 2008

NOTICE
OF
CONTRACT NO. 071B9200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Questa Technologies 5415 King Avenue, Suite 101 Pennisuken, NJ 08109 Email: info@questatechnology.com		TELEPHONE Michael Zhou (856) 317-0260
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-0239 Jacque Kuch
CONTRACT COMPLIANCE INSPECTOR: Barbara Suska RE:START DIT/DOC OMNI		
CONTRACT PERIOD: From: October 21, 2008 To: October 20, 2009		
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 ITB #071I8200365, this Contract Agreement, and the vendor's quote. In the event of any conflicts between the specifications and terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. This contract is part of a split award, the other 2 contracts are 071B9200037 and 38.

TOTAL ESTIMATED CONTRACT VALUE: \$176,800.00



SECTION I GENERAL INFORMATION

I-A PURPOSE

This contract is for one Sr Programmer Analyst to assist the Department of Information Technology (DIT)'s Agency Services Office and the Department of Corrections (DOC) with temporary programming services for completing modifications to the DOC's Offender Management Network Information (OMNI) system, which is a Client Services application, developed using the PowerBuilder development tool.

The contract awarded from this solicitation will be a time and materials rate contract, with a not to exceed contract price.

The contract period will be from approximately October 27, 2008 to October 26, 2009, not to exceed 2080 hours per resource, with two (2), one (1) year options.

I-B ISSUING OFFICE

This contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget (DMB), hereafter known as Purchasing Operations, for the Michigan Department of Information Technology (MDIT) and Michigan Department of Corrections (MDOC). Where actions are a combination of those of Purchasing Operations, MDIT, and (MDOC, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Purchasing Operations is the only office authorized to change, modify, amend, alter, clarify, or otherwise alter the specifications, terms, and conditions of this contract. All communications concerning this procurement must be addressed to:

Jacque Kuch, Buyer
DMB, Purchasing Operations
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
kuchj@michigan.gov

I-C PROJECT MANAGER and CONTRACT ADMINISTRATOR

MDIT and Michigan Department of Corrections have assigned a Project Manager and a Contract Administrator who have been authorized by Purchasing Operations to administer the resulting Contract(s) on a day-to-day basis during the term of the Contract. However, administration of any Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such contract. That authority is retained by Purchasing Operations.

The MDOC Project Manager for this contract is:

Kimberly Koppsch-Woods
Acting Manager, Automated Data Services
Michigan Department of Corrections
206 E. Michigan
Lansing, MI 48913

The MDIT Project Manager for this contract is:

Rich DeMello
Information Technology Manager
Agency Services, DOC & AG
Hannah Building, 1st Floor
608 W. Allegan St
Lansing, MI 48913
DeMelloR@michigan.gov

The Contract Administrator for this contract is:



Barbara Suska, Contract Administrator
MDIT, Bureau of Strategic Policy, Office of Contracts Constitution Hall, 1st Floor North Tower
525 West Allegan
Lansing, MI 48913
SuskaB2@michigan.gov

I-D INCURRING COSTS AND LEGISLATIVE APPROPRIATIONS

The State of Michigan is not liable for any costs incurred by any bidder prior to signing of a contract by all parties and delivery of services under the contract. Any costs to be paid by the State are limited to those authorized by the terms and conditions of any resulting Contract.

The State fiscal year is October 1st through September 30th. The prospective contractor is advised that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-E PROPOSALS

RESERVED

I-F ACCEPTANCE OF ITB and PROPOSAL CONTENT

RESERVED

I-G CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this contract, whether or not the Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. Contractor must make timely payment to staff performing services for the State.

Note: If any personnel contracted through this RFP are not your employees, but that of another company, you must include a list of those companies (subcontractors), including firm name and address, contact person, complete description of skill sets to be subcontracted, and descriptive information concerning subcontractor's organizational abilities in your response. The State reserves the right to approve subcontractors for this work 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. Failure to identify companies providing personnel for your use in Contracts will be cause for cancellation of your Contract and possible removal from the RE:START program.

I-H NEWS RELEASES

News releases pertaining to this contract 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 explicit written instructions from the State. No results of the project are to be released without prior approval of the State and then only to persons designated.

I-I SELECTION CRITERIA

RESERVED

I-J INDEPENDENT PRICE DETERMINATION

RESERVED

I-K SEALED BID RECEIPT (SEE ALSO PARAGRAPH IV-G)

RESERVED

**I-L DISCLOSURE**

All information in a contractor's proposal and any Contract resulting from this ITB is subject to disclosure under the provisions of the "Freedom of Information Act.", 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**I-M AWARD
RESERVED****I-N MODIFICATIONS, REVISIONS, CONSENTS AND APPROVALS**

This contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Additional services which are outside the Scope of Services of this Contract shall not be performed by the Contractor without the prior, written approval of the State. Additional services, when authorized by an executed contract, change order, or an amendment to this Contract, shall be compensated by a fee mutually agreed upon between the State and the Contractor.

I-O CONTRACT DOCUMENTS

The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

1. State's ITB and any Addenda thereto;
2. Contractor's response to the State's ITB and Addenda; and
3. All amendments and change orders as written and properly approved.

and by reference:

3. State's Pre-qualification RFI and any Addenda thereto;
4. Contractor's response to the State's Pre-qualification RFI and Addenda

All responses, representations, and assurances contained in the Proposal are incorporated into and are enforceable provisions of this Contract. In the event of any conflict between the provisions of the ITB, and the Contractor's response to the ITB, the terms of the ITB and any Contract amendments shall prevail.

I-P SPECIAL TERMS AND CONDITIONS

1. Normal State work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.
2. All work will be performed at the site identified in Section III of this contract, unless otherwise agreed to by both parties. Proposals for work to be performed off-site must be justified by the vendor.
3. The Contractor must permit representatives of the Michigan Department of Information Technology (MDIT), and the agency, and other authorized public agencies interested in the services requested in this contract to have full access to the services requested showing the Contractor's performance, during normal business hours.
4. The Contractor, during the performance of services detailed in this contract, will be responsible for any loss or damage to original documents, belonging to the State when they are in the Contractor's possession. Restoration of lost or damaged original documents shall be at the Contractor's expense.
5. All questions, which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by MDIT and the State agencies involved.



6. The Contractor shall agree that it will not volunteer, offer, or sell its services to any litigant against the State its agencies, employees and officials, with respect to any services that it has agreed to perform for the State, provided that this provision shall not apply either when the Contractor is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the Contractor to be in violation of any Michigan or Federal law.
7. All work prepared by the Contractor during the execution of this contract shall be considered works made by hire and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the authorized representatives of the Contractor and the State. This includes, but is not limited to, all new business processes created, all planning and design work performed, all technology developed, the source and object code of all software programs and systems, any business objects or databases created, all related documentation (written or automated), and all documents and reports.

If by operation of law any of the work, including all related intellectual property rights is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such work, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned work. If the Contractor uses any subcontractors to perform and prepare any of the work, the Contractor shall insure through agreement with the subcontractors that all intellectual property rights in any of the work shall belong exclusively to the State. Failure of the Contractor to insure such rights may be considered by the State to be a material breach of this contract.

8. The Contractor shall agree that they will not furnish or disclose any items owned by the State to a third party without the written permission of the State. This includes both items created as part of this contract and items owned by the State that are incidental to the contract. The Contractor shall also agree not to use items owned by the State for other purposes without the prior written permission of the State.
9. Individuals assigned by the Contractor are employees of the Contractor, and are not, under any circumstances or conditions, employees of the State.

The State will retain the right to release outright or request the replacement of any person who is working at an inferior level of performance. The Contractor will be given 24 hours advance notice of this action.

12. The Contractor's name, logo, or other company identifier may not appear on documentation delivered to the State without written authorization from the Contract Administrator. An exception to this will be transmittal of cover letters showing delivery of said documents.
13. The Contractor will certify in writing that it is in conformance with all applicable federal and state civil rights and practices equal employment opportunity for all persons regardless of race, creed, color, religion, national origin, gender or handicap; it is also in conformance with the requirements of the Americans with Disabilities Act. Failure to comply with the aforementioned laws may result in termination of the contract.
14. The Contractor shall use all software in accordance with the State's license agreements and any further restrictions imposed by the State. The Contractor shall not make any unauthorized copies of any software under any circumstances. Contractors found copying or knowingly using copyrighted software other than for backup purposes are subject to progressive disciplinary action. Contractors shall not provide software to any outsiders including consultants, local governmental units, and others when this would be a violation of law or copyright agreements.



15. Contractors are responsible for maintaining the confidentiality of their passwords and are liable for any harm resulting from disclosing or allowing disclosure of any password. Any conduct that restricts or inhibits the legitimate business use of State systems or network is prohibited. Each person must use State systems and networks only for lawful purposes. Specifically prohibited is any use of State systems or disclosure of any data which would constitute a criminal offense, give rise to civil liability, violate any State of Michigan policy, or otherwise violate any applicable local, state, or federal law. This also applies to any computer systems or networks that are accessed from State computer systems or networks.
16. The MDIT and the [agency] have developed, and will continue to develop during the course of this effort, a growing number of information technology standards. The selected Contractor must follow any and all standards adopted by MDIT and the [agency]. Where standards do not exist, the final acceptance of a new technique, technology, or design will rest with the Project Manager, following consultation and review with MDIT.

I-Q DEPARTMENT AND CONTRACTOR RESPONSIBILITIES

Department Responsibilities:

1. Provide office space within the Department for temporary employees selected to work onsite on these projects. NOTE: Access to office space during non-working hours must be approved.
2. Provide conference room space when sufficient notice is given and space is available.
3. Provide telephones for calls originating from within the Department of Information Technology, Agency Services and Department of Corrections.
4. Provide copying services that are project-related.
5. Provide access to Facsimile equipment for items that are project-related.
6. Provide computer hardware and software, as deemed necessary, for all temporary staff/personnel working within the Department.

Contractor Responsibilities:

1. Provide temporary professional services Monday through Friday, 8 am – 5 pm.
2. Provide those services requested based on staff having the qualifications identified in this contract.
3. Provide services on an as needed, if needed, basis. The exact timing and scheduling of the services shall be between the State and the contractor at the time of need.
4. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the MDIT, MDOC, and the State.
5. The Contractor shall replace all personnel whose work was found to be unsatisfactory within 24 hours of notification. Replacement of discontinued staff will be at the State's sole discretion; the State is not obligated to replace terminated or withdrawn individuals.

In the event an individual has been terminated or has voluntarily withdrawn from an assignment, the State will advise the Contractor which of the following three options will be employed:

- The State can request the same Contractor replace the individual with an individual of equal or greater qualifications.
- The State can choose from the other candidates submitted in response to the ITB, if they are still available and the proposed rates are still valid.
- The State can re-issue the ITB and obtain a new list of candidates and rates from eligible Contractors.



6. Contractor shall ensure that staff proposed for assignment are fully trained and meet the skill set requirements of the job position being filled.
7. The State and/or its agencies make changes to their technical architectures from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology (e.g., Contractor personnel needs training in a particular CASE tool in order to perform their State assignment.

The cost of the course, including any travel expenses, will be the responsibility of the Contractor and the training hours will not be billable to the State). This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year.
8. Provide parking when working on-site.
9. Phone calls not related to the project are not to be charged to the State.
10. The Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors. Contractor shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensure personnel understand the work to be performed to which they are assigned.
- Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the State.
- Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the State.
- Regularly assess personnel performance and provide feedback to improve overall task performance.
- Ensure high quality results are achieved through task performance.
- Provide training.

I-R USE OF AGENCY STANDARD INFORMATION TECHNOLOGY ENVIRONMENT

Unless otherwise stated in this contract, all items produced by the Contractor must run on and be compatible with the information technology environment described in Section III.D. of this contract.

It is recognized that technology changes rapidly. The staff may request a change in the standard environment using the process identified by MDIT. Any changes must be approved, in writing by MDIT, before work may proceed based on the changed environment.

Additionally, the State needs to be able to maintain software and other items produced as the result of the contract. Therefore, software development tools may not be used unless request is made, in writing, and approved by MDIT, in writing.



SECTION II CONTRACTUAL SERVICES TERMS AND CONDITIONS

II-A CONTRACT PAYMENT

The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed Blanket Purchase Order (BPO).

The services shall be provided and invoiced on a monthly basis, as used. After the services have been rendered, the Contractor shall invoice the State in accordance with the payment provisions of the Contract. Invoices must list the project, agency, contract number and monthly rate. All invoices MUST include copies of timesheets signed by the project manager verifying hours were worked and that services were acceptably performed.

The State shall not be liable to pay the Contractor for any hours worked in excess of the rate stated in the BPO. The State will not pay the Contractor for overtime, holiday or other premium charges or other benefits.

The Contractor shall not receive payment for Services the State finds unsatisfactory or which were performed in violation of federal, state or local law, ordinance, rule or regulation.

II-B ACCOUNTING RECORDS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

II-C INDEMNIFICATION

1. For Purposes of Indemnification as set forth in this section, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
2. General Indemnification
The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorneys; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the State 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 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 that the Contractor is notified within 30 days from the time that the State has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the conduct of the State.
3. Patent/Copyright Infringement Indemnification
The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that 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, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor



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 to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if 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.

4. Continuation of Indemnification Obligation

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

II-D LIMITATION OF LIABILITY

The Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or tort, shall be limited the value of the Contract or \$200,000 which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright or trade secrets; to claims for death or bodily injury or damage to any real or tangible personal property caused by the negligence or fault of the Contractor; to claims related to the Contractor's unauthorized release of confidential information; to claims covered by other specific provisions of this Contract, if any, calling for liquidated damages; to the Contractor's indemnification obligations under Section II-C; and to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

Neither the Contractor nor the State shall be liable to the other for indirect or consequential damages even, if such party has been advised of the possibility of such damages. This limitation as to indirect or consequential damages does not apply to claims for infringement of United States patent, copyright or trade secrets; to claims related to the Contractor's unauthorized release of confidential information; to other specific provisions of this Contract, if any, calling for liquidated damages; or to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

II-E CONTRACTOR'S LIABILITY INSURANCE

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF PURCHASING OPERATIONS, 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 Operations.

The Contractor shall purchase and maintain such insurance as will protect him 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 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 employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$100,000 each occurrence and, when



applicable \$300,000 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, subject to a limit of liability of not less than \$50,000 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 \$100,000 each occurrence and when applicable, \$300,000 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 BPO.

II-F 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 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 re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall be subject to the dollar limitation of liability as provided in Section II-D.

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. 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. 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. 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.

II-G 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 Operations Director.

II-H DELEGATION

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

II-I 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.

II-J 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.

II-K 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.

II-L 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.

II-M NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this ITB 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.

II-N 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.

II-O 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.

II-P 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.

II-Q MISCELLANEOUS

1. The Contractor covenants that it is not, and will not become, in arrears to the State upon any contract, debt, or any other obligation to the State, including real property and personal property taxes.
2. **DAMAGES FOR UNAUTHORIZED PERSONNEL CHANGES**
 - a. The Contractor shall not replace the personnel designated in this Contract without the prior, written approval of the State.
 - b. If the Contractor violates this requirement, it shall pay the State, as liquidated damages and not as a penalty, a sum equal to the amount payable under this Contract.
 - c. The State may recover the amount due from the Contractor under this section by setting off against any amount due under this Contract or other contracts it may have with the Contractor.
3. **AUTHORIZATION & CAPABILITY**
 - a. The Contractor warrants that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations.
 - b. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.



SECTION III WORK STATEMENT

A. Brief Description of Work

In order for the Department of Corrections (DOC) to complete implementation of multiple software module enhancements for the Offender Management Network Information (OMNI) application, three (3) senior programmer/analysts are required to augment the DIT staff currently working on the OMNI application.

B. Background on the work requested.

The OMNI application is a server-based offender tracking system that was developed using the PowerBuilder development tool in conjunction with a Sybase relational database. It is replacing a legacy COBOL mainframe application called the Corrections Management Information System (CMIS). It is currently being used by the DOC, but multiple enhancements have been identified that will make the OMNI system more functional. Several of these enhancements include building interfaces to other non-state computer applications. Others enhancements are required to continue the migration from the CMIS system to the OMNI application. Still others are simply adding new functionality to OMNI and include things such as web-enabling parts of the application, adding voice data collection capability, and building an interface that can be used on a PDA.

C. Objectives

The purpose of this project is to complete the development of the enhancements and implement the new functionality to the OMNI application. This project will satisfy several statutory requirements for the DOC and further the DOC's goal to convert all functions currently on the CMIS application to the OMNI application.

D. Agency technical environment for the work

HARDWARE AND SOFTWARE

Database Server Hardware and Software

Sun Model 25K

Sun Solaris operating system

Sybase SQL Server 12.5

Network

Protocol configurations include TCP/IP using Novell and Windows NT 4.0, Windows 2000, Windows 2000 Advanced, and Windows 2003 servers.

Desktop Workstations

PC's using Windows XP

Locations

Approximately 10000 workstations distributed throughout hundreds of locations across Michigan.

Development Tools

PowerBuilder 9 or newer

Sybase SQL Stored Procedures

Microsoft .net

Browser

Internet Explorer

Current Interfaces

OMNI to CMIS.

An online interface exists sending data from OMNI to CMIS, while a nightly batch update exists sending data from CMIS to OMNI.

LEIN to OMNI

An interface allows LEIN (Law Enforcement Information Network) users online access to data on OMNI.



E. Description of the requested work, including deliverables and knowledge transfer.

1. Software Development, Unit and Integration Testing.

For the majority of the enhancements, systems analysis work has been completed; however, in some cases additional analysis may need to be performed. In all cases, temporary staff will be responsible for development, testing, implementation, documentation, and technical training of the completed enhancements. The following is a list of the enhancements to be completed by temporary staff.

MPRI functionality, OMNI Web-Enabling and OMNI-COMPAS Integration – A long-standing problem for the Department in administering its obligations has been the rate at which offenders under MDOC supervision recidivate or commit new crimes. For example, currently, just under half (48%) of all offenders released on parole are returned to prison within two years. Many are returned for having violated the rules or conditions of their release, but a near equal number are returned for having committed a new crime. For many years, the Department adhered to an “enforcement or surveillance” model in supervision of parolees and probationers in the community. Underlying this approach to supervision is the assumption that offenders, generally, are incapable of making sustained changes that enable them to become productive members of society and therefore public protection is best served by enforcing strict compliance with supervision conditions. Unfortunately, this model of supervision has had no impact on the rate at which offenders recidivate.

Recently, the Department embarked on a new direction in offender management with adoption of the Michigan Prisoner ReEntry Initiative (MPRI). Ultimately, the MPRI supervision model is designed to ensure public safety while impacting prison overcrowding and providing the Department with greater control over prison population growth. At the heart of the MPRI offender management model is routine and reliable assessment of offender risk, need and strength. The assessment system must not only reliably predict the offender’s risk to recidivate, commit violent acts, comply with supervision rules, or abscond from supervision, but more importantly, must accurately measure and prioritize the offender’s criminogenic needs that must be addressed during custody and supervision to reduce the identified risk. With an assessment tool in place that meets these criteria – COMPAS – the MDOC now has the capacity to identify target populations for specific custody and supervision strategies and treatment interventions. Integrating COMPAS into the Department’s enterprise application will provide it with the opportunity to implement a “case management approach” to supervision that focuses on satisfaction of the offender’s criminogenic needs through selected supervision techniques and referrals to community programs aligned to service the offender’s needs. Therefore, the integration of COMPAS into the OMNI application is one of the fundamental objectives of this contract.

Another essential element in this new approach is the integrated role local treatment service agencies play in community management of the offender. This integrated supervision model is based on a team approach in which community service providers not only deliver services to address the offender’s criminogenic risks and needs, but also actively participate in day to day case planning and assessment of the offender. To be successful, MDOC must make basic offender data, assessment results, case plans, and program referrals and real-time information about case activity easily accessible for case-involved community providers. Therefore, a second fundamental objective of this project is to enhance data accessibility for community providers by creating a web-based OMNI application to capture and display pertinent case management information on a public facing web server.

BIR Database and Office of Community Corrections (OCC) Sentencing Reports - Since the late 1970’s, MDOC has maintained a database of all circuit court dispositions or sentences on its mainframe computer. Known as the Court Disposition Record (CDR), this data store is used for MDOC annual reporting, constructing prison population projections, analyzing statewide sentencing patterns, and by the OCC and by local Community Corrections Advisory Boards (CCAB) in constructing grant requests. Presently, one of MDOC strategic IT objectives is to move all applications and data storage off the mainframe hosted at the Michigan Information Processing



Center (MIPC). This project will serve that objective by enabling the Department to migrate the CDR from the mainframe to a relational database. It also enables the Department not only to store legacy CDR data, but provides a mechanism to store equivalent, prospective data extracted from the Department's enterprise business application, the OMNI system. This solution will provide the Department with a seamless stream of court disposition information from the late 1970's to present and beyond.

In addition, this request will establish a mechanism to provide automated, standardized reports for customers of the OCC that contain critical local sentencing information. Local OCC customers will use the data in these reports to assist them in analyzing local sentencing patterns to guide them in creating and/or modifying local sanction and treatment OCC grant programs designed to divert targeted offenders from jail and/or prison.

OMNI-Court View Interface – Field Operations Administration (FOA) within the MDOC is statutorily obligated to complete a pre-sentence investigation (PSI) report for all persons convicted of a felony in Michigan prior to sentence. This document contains an enormous amount of detailed information about the offender and the offense or offenses for which he/she has been convicted. The PSI report is produced and stored in OMNI. This initiative would allow the DOC to import information stored within local circuit court data systems when completing a PSI. It is estimated implementation of this module would save 10-15 minutes for each intake requiring production of a PSI. Statewide, the department currently produces in excess of 50,000 pre-sentence reports annually. While the initial connection will be made between OMNI and the Court View system in Kent, Macomb and Ingham counties, the interface must be designed to be flexible enough so that it can be readily adapted to be used with any local court system in the State.

Interstate Commission for Adult Offender Supervision (ICAOS)– OMNI Interface - All states and two U.S. territories are members of the Interstate Commission for Adult Offender Supervision (ICAOS). The purpose of the Commission is to facilitate orderly transfer of adult offenders on probation and parole among its members. In January, 2005, the Commission reported its nation wide offender census at 250,000.

The Commission was recently reconstituted with newly promulgated rules taking effect on August 1, 2004. Part of the implemented reforms required the Commission to establish a national offender case-tracking database. The Interstate Compact Offender Tracking System (ICOTS) was designed to fulfill that requirement and is described as a "centralized system that facilitates the transfer of offender cases via an automated process". Being web-based, the system is expected to be implemented during 2008. When the system is on-line, all members will be required to process all transfer transactions to other members in the ICOTS system. Failure to comply may result in financial penalty for the member.

In designing the ICOTS system, the ICAOS accounted for the fact that many states have enterprise case management systems in place. To avoid states having to duplicate data entry, the ICOTS system provides states with the opportunity to interface to local systems. Michigan prefers to take advantage of the interface opportunity.

Probation Violation Module in OMNI – The Department has long desired to add a probation violation module to OMNI to allow staff to track offender violations while under probation supervision. In recent years, probation violators have comprised as many as one-third of all prison admissions, but presently the OMNI application is incapable of providing significant quantifiable data for the population with regard to violation behavior. To rectify this weakness in the system, a contractor delivered an initial iteration of a Probation Violation module. After a user review of the module, several changes were identified to better suit business needs in this functional area as described in further detail in the statement of work section below.

Parole Board Information System (PBIS) – Parole Release Unit Module Enhancements – The PBIS application was recently fully integrated into the OMNI system to take advantage of common data tables within OMNI and the OMNI application framework. While the application has been integrated



into the OMNI system, users have identified a number of enhancements that would improve the efficiency of the system. This project would include development of those enhancements as outlined in the Work and Deliverables section below. In addition, completion of the development of a Parole Release Unit module within the OMNI application must be delivered with the PBIS enhancements as part of this project.

Migration of Probation Special Alternative Incarceration (SAI) from CMIS to OMNI – Also known as the “boot camp program,” MDOC implemented SAI in the late 1980’s. The program was created as a “prison diversion” program for offenders who, except for SAI, would be sentenced to prison. The program predates the implementation of MDOC’s enterprise application, OMNI. As a result, the program uses the Department’s legacy system, CMIS, for a portion of its record keeping. In fact, as probationers enter SAI they are assigned a unique MDOC number that is stored on the CMIS system. Since retirement of CMIS is one of MDOC strategic information technology objectives, application support for SAI must be migrated to OMNI. This project will primarily consist of adding new screens to OMNI to accommodate SAI intake, admissions document tracking, modification of offender residence screens, addition of 30 day and final SAI summary reports, modification of the application to easily distinguish SAI participants as probationers or prisoners, creation of a facility to randomly select SAI participants for drug testing, and the addition of monthly and annual reports.

OMNI Offender Assessment Rewrite and Data Conversion – A feature originally delivered with the OMNI application is called Offender Assessments. This functionality allows the business or user community to construct offender assessments for program eligibility, suggested violation responses, determination of the appropriate level of monthly supervision fees etc. to assist in offender and program management. These assessments rely on questions, answers and scoring that is table driven within the application. This feature was meant to provide MDOC with a flexible and efficient tool to quickly implement or modify offender assessments as needed. While the feature is table driven and provides a relatively easy way for business users to construct assessments in the application, the system does not currently allow assessment versioning as originally envisioned. As a result, even slight modification to an assessment requires completely retiring the old assessment and recreating a new assessment. This severely limits the assessment’s utility within OMNI. This project would correct database relationships and construction to allow assessment versioning within a table driven framework and convert existing assessment data to the new scheme

Migration of CMIS - LEIN Administrative Messaging to OMNI – MDOC and the Michigan State Police (MSP) have a long history of data sharing. Until recently, data sharing occurred exclusively between the MDOC’s Corrections Management Information System (CMIS), and the Law Enforcement Network Information System (LEIN). This data sharing arrangement consisted of two components; on-line inquiries from LEIN to CMIS for offender level data and an automated messaging system from CMIS to LEIN. The on-line component provides law enforcement officers with information on incarcerated prisoners, parolees and probationers under MDOC supervision. Inquiries serviced by this interface are initiated by law enforcement officers as a result of criminal investigations, traffic stops and the like. Until July, 2005, this interface had been a connection to CMIS, the Department’s legacy system. With its migration to OMNI, only the administrative messaging system portion of the interface remains on CMIS.

Briefly, MDOC sends targeted administrative messages from CMIS through LEIN to automatically alert sheriff departments, prosecutor offices and courts when significant offender events are recorded in CMIS. Events such as transfer between prisons or camps, security level changes, release to community programs, release to parole, escapes and so on trigger messages to be sent to law enforcement agencies and courts in the county or counties of sentence. The goal of this initiative is to convert the administrative message process to a new enterprise platform (OMNI) and expand it’s capabilities to include messages on probationers.

Migration of CFA Substance Abuse Testing from CMIS to OMNI – MDOC policy requires at least 3% of the prison population be randomly selected on a monthly basis for drug testing. Currently, random test lists and drug testing results are recorded and stored in MDOC’s legacy application, CMIS. Prisoner drug testing functionality must be migrated to the Department’s enterprise application, OMNI.



Major tasks for this project include: creation of a facility within OMNI to randomly select 3% of prisoners monthly for testing, generation of a “Relist/Retest” report (CMIS report DS-021), capacity for wardens to waive testing for prisoners randomly selected for drug testing, generation of drug test lists for prisoners assigned to ‘safety sensitive’ work assignments such as gate-pass and/or Michigan State Industries (MSI), creation of a drug testing chain of custody form with bar coding, creation of test sample labels with bar codes, electronic submission of drug test records from OMNI to testing lab, and modification of OMNI to accept test results from the testing lab.

Mobilizing OMNI Prototype - The OMNI application now services almost all business functions in the Field Operations Administration (probation and parole) and many operations within the Correctional Facilities Administration (prisons). And, as legacy mainframe (CMIS) prison functions are subsequently retired, they will be assumed by OMNI. However, at present, use of the system is restricted to a desktop or laptop computer connected to the State’s network, even though important aspects of corrections work is performed by staff while “out of the office.” In FOA, for example, field agents supervising probationers and parolees or conducting pre-sentence investigations are expected to make offender family or home visits, employment visits, school visits and/or make “collateral” contacts in the field with community members who know or have contact with the offender. This is particularly critical as FOA adopts supervision strategies consistent with the Michigan Prisoner ReEntry Initiative (MPRI).

Likewise, in CFA, much of the staff work performed within the facility is completed outside the office. Making rounds, transporting prisoners, completing cell shakedowns, and monitoring offender work assignments are just a few of those activities. Many times, in these instances, it would be beneficial for agents and officers to have access to offender records and have a facility to document information relative to the specific custody or supervision activity being performed. Having the capacity to view and update offender records while mobile not only improves productivity of the employee, but also enhances their safety while performing their duties.

For most “out of the office” duties, other correctional agencies across the nation have found using laptops and/or tablet PC’s is impractical. This effort would be directed to developing a mobilized OMNI application for a personal digital assistant (PDA).

OMNI Voice – As noted in the “Mobilizing OMNI” description above, most operational functions with FOA and many within CFA are now captured within the OMNI application. Currently within the application, data entry is restricted to keying data via a keyboard. While for much of the application using a keyboard to enter data is highly practical and efficient, there are several areas that would be enhanced with the addition of voice data entry. Most fields in OMNI capture discrete data elements or limited text. However, some fields in OMNI, such as agent case notes, allow unlimited text entry. Case notes are a chronological record of contact between MDOC staff and the offender or MDOC staff and members of the community with knowledge of the offender. As such, the more detailed the case note, the better. Keying data in case notes likely limits the amount of information the agent is able and/or willing to enter. In addition, keying data for many agents is a time consuming effort that inherently limits the agent’s time for other supervision activities. Therefore, providing agents with the ability to voice enter case notes in OMNI would likely enrich case note entries while improving their productivity.

Likewise, MDOC staff use OMNI to generate and store a number of long narrative reports through use of a word processor program embedded in the application. These reports today are either keyed by the employee directly responsible for their creation or dictated and later transcribed by support staff. In either case, significant effort is invested in keying this data into the application. Using voice data entry to complete long narrative reports would provide a needed efficiency for FOA and CFA staffs. Again, providing MDOC staff with the capacity to voice enter narrative reports into the application would increase productivity and perhaps capture richer detail.

1. Technical Support and training for DIT project team



With this contract, the MDOC's intention is to develop a web enabled version of the OMNI application and integrate the web based COMPAS application within OMNI. In addition, voice entry of data and a mobilized OMNI will be evaluated. Each of these projects employs techniques and processes unfamiliar to MDIT development staff assigned to the MDOC. Since MDIT assigned development staff will be expected to support these projects following implementation, temporary staff will need to provide development staff with technical support and training in order to transfer knowledge of new methods, procedures, processes and techniques used in these projects from the Contractor community to MDIT staff.

F. Any specific regulations, requirements or expertise applicable, including specific background/security checks required.

All prospective contractors will be required to pass background and security clearance prior to the start of the date of this contract at the contractor's expense.

G. Reports required

A weekly status report must be submitted to the MDIT programming supervisor throughout the life of this project. This report may be submitted with the billing invoice. Each weekly status report must contain the following:

- Hours – Indicate the number of hours expended during the past week per program module.
- Accomplishments. Indicate what was worked on and what was completed during the current reporting period.

H. Work location.

The following is the location where the work is normally to be performed. Any requests to perform the work off-site must be mutually agreed upon by the State and the vendor.

Department of Information Technology
Agency Services, DOC & AG
Hannah Building, 1st Floor
608 W. Allegan St.
Lansing, MI 48913

I. Hours

Normal hours will be 8:00 am to 5:00 pm, Monday through Friday, following normal State of Michigan scheduled business days. No overtime will be authorized or paid. Contractor(s) shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

J. State's contract/project manager for the work [who does the Contractor report to]

Rich DeMello
Information Technology Manager
Agency Services, DOC & AG
Hannah Building, 1st Floor
608 W. Allegan St.
Lansing, MI 48913

**K. The numbers of personnel by skill set (classification),
Senior Programmer/Analyst**

Programmer – Analyst Senior (not to exceed \$85.00 per resource)

Programmer-Analyst capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, may lead and direct the work of others, may report directly to a project lead or manager, a wide degree of creativity and latitude is expected.

All resources should have these additional skills sets/experience:



- 5 years of experience in application development utilizing the Powerbuilder development tool with at least 1 year at version 9 or higher.
- Experience using PowerObject framework and ttext32.dll preferred
- 5 years of experience developing program modules using sql procedures. Preference given to experience developing Sybase SQL Stored Procedures.
- Experience working with corrections-based offender management applications preferred.
- 3 years experience in application development using Microsoft .net environment preferred.
- Experience integrating Microsoft .net programming modules into PowerBuilder applications preferred.
- Experience using hardware interlacing tools preferred.

L. Start and End Dates for the work

Planned work duration is from October 27, 2008 through October 26, 2009

M. PRICE PROPOSAL

1. All rates quoted in this contract will be firm for the duration of the contract. No price changes will be permitted.
2. Pricing
Classification/skill set: Sr. Programmer Analyst – Srikanth Komanduri
Hourly/Monthly Rate: \$ 85.00 x 2080 = \$176,800.00