

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48913

CONTRACT NO. 071B2200039

hereafter referred as

CONTRACT NO. 071B43000087

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR (AFTER ASSIGNMENT):	PRIMARY CONTACT	EMAIL
CW Professional Services LLC One Campus Martius Detroit, MI 48226	Cindy Janssen	Cindy.Jansseen@CWProfessionalServices.com
	TELEPHONE	NEW CONTRACTOR #, MAIL CODE
	(517)267-5254	

PREVIOUS NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation One Campus Martius Detroit, MI 48226	Cindy Janssen	Cindy.janssen@compuware.com
	TELEPHONE	PREVIOUS CONTRACTOR #, MAIL CODE
	(517)267-5252	

DESCRIPTION OF CHANGE NOTICE:
<p>COMPUWARE CORPORATION HAS NOTIFIED THE STATE OF MICHIGAN OF A SALE OF BUSINESS ASSETS RESULTING IN THE ASSIGNMENT OF THIS CONTRACT TO CW PROFESSIONAL SERVICES LLC.</p> <p>DUE TO THE INTERNAL SYSTEMS RELATED TO THE RELEASE OF CONTRACTOR PAYMENTS, A NEW CONTRACT NUMBER MUST BE ASSIGNED. THE NEW CONTRACT NUMBER IS 071B4300087. EXCEPT FOR THE NEWLY-ASSIGNED NUMBER, THE CONTRACT TERMS AND CONDITIONS REMAIN IN EFFECT.</p> <p>THIS CHANGE IS EFFECTIVE: April 14, 2014</p>
<p>\$204,354.50 REMAINING ON CONTRACT # 071B2200039 TO BE TRANSFERRED TO CONTRACT # 071B4300087</p>

Contract No. 071B2200039 hereafter referred as Contract No. 071B4300087

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

CONTRACT SUMMARY:			
DESCRIPTION: (Descriptive Contract Title (Not always the same language as provided in MAIN))			
BAA – Secure Site Project			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	12/01/2011	11/30/2014	5,one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

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

September 6, 2013

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B2200039
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation One Campus Martius Detroit, MI 48226	Cindy Janssen	Cindy.janssen@compuware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 267-5252	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Doug Collier	(517) 241-4431	CollierD1@michigan.gov
BUYER	DTMB	Joe Kelly	(517) 373-3993	KellyJ11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: BAA – Secure Site Project			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
12/1/2011	11/30/2014	5, 1 Yr. Options Revised / 2, 1 Yr.	11/30/2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	11/30/2014

VALUE/COST OF CHANGE NOTICE:	ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:
\$0.00	\$3,301,706.18

Effective immediately this Change Request repurposes the funding for the last 3 years of optional support (\$282,200 for Years 5, 6 and 7) included in Table G-3b to be added to the Reserved Bank of Hours for Enhancements (Table G-4). This will reduce the number available options years from five (5) to two (2).

All other pricing, terms and conditions remain the same.

Per agency and vendor agreement and DTMB Procurement approval.

**State of Michigan
 Secure Site Rewrite Project
 Project Change Request**

A. General Information

Information to be provided in this section is general in nature and provides the necessary information about the organization of the project and project participants.

Project ID/Acronym:	Secure Site Rewrite	Date:	7/22/2013
Controlling Agency:	MDE/DTMB	Modification Date:	
Prepared by:	Jim Alger/Diane Toscano	Control Number (From Control Log)	015

B. Requestor Information

Proposed Change Description and References:

The requestor will provide information concerning the requested change along with any supporting documentation.

During the Design, Construction and Testing phases of the project, numerous changes have occurred, which have been documented by CCR's 001 thru 014. Essentially MDE has gone thru many changes in how the students of Michigan are to be tested, scored and reported on. These changes and associated costs have virtually eliminated the Reserved Bank of Hours for Enhancements, leaving just \$1,344.50 once all current invoices are paid.

Based on the business environment, known and unknown changes are anticipated, therefore, it is in MDE's best interest to rebuild the Reserved Bank to support these changes to the Secure Site.

The original contract (071B2200039), including Change Notice (CN) 2 (attached), includes \$481,400.00 for optional support for years 3 thru 7 of the contract. See the current table G-3b from CN 2:

Table G-3b Cost by Time for Maintenance (Years 3 through 7)

	Cost Component	M&S Year 3	M&S Year 4	M&S Year 5	M&S Year 6	M&S Year 7	Total M&S Years 3-7
1	Custom Development, interfaces and associated deliverables (See Table G-2)						
2	Recurring Software Maintenance and Support (M&S) (See Table G-3)	\$ 99,600.00	\$ 99,600.00	\$ 99,600.00	\$ 99,600.00	\$ 83,000.00	\$ 481,400.00

Change: Cost Table, G-3b: The entire table and supporting verbiage should be replaced with:



1-Cost Table for
Maint Years 3 thru 71

Impact of Not Implementing Proposed Change:

The MDE would not have a Secure Site application that fully supported their current and future business needs.

Alternatives:

None.

C. Initial Review Results of the Change Request

Initial Review Date: 7/22/2013

Assigned to: Jim Alger

Approve for Impact Analysis

Reject

Defer Until:

Reason:

D. Initial Impact Analysis

Baselines Affected:

None

Configuration Items Affected:

None

Cost / Schedule Impact Analysis Required?

Yes

No

Impact on Cost:

None overall.

Impact on Schedule:

None

Impact on Resources:

None

Final Review Results:

Review Date: 7/22/2013

Classification: HIGH MEDIUM LOW

E. Impact Analysis Results

Impact of Not Implementing the Change:

The MDE would not have a Secure Site application that fully supported their current and future business needs.

Alternatives to the Proposed Change:

None

Final Recommendation:

Approve

F. Signatures

Governance Body: Include all accountable / impacted key project stakeholders.

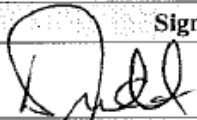
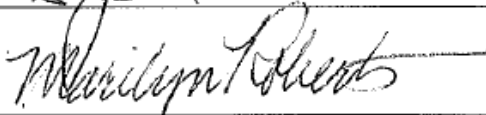

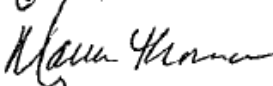
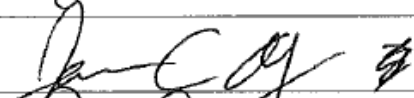
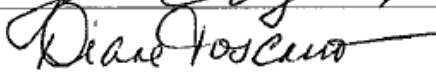
Name/Title	Signature	Date
David Judd / BAA Office Manager		7/22/13
Marilyn Roberts / BAA Director, Office of Assessment Business Operations		7/22/13
Doug Collier / BAA Office Financial Manager		7/22/13
DTMB Project Sponsor: Maria Thomas / DTMB Application Manager		7/22/13
DTMB Project Manager: Jim Alger		7/22/13
Compuware Senior Program Director: Diane Toscano		7/22/13

Table G-3b Cost by Time for Maintenance (Years 3 through 7)

#	Cost Component	M&S Year 3	M&S Year 4	M&S Year 5	M&S Year 6	M&S Year 7	Total M&S Years 3-7
1	Custom Development, interfaces and associated deliverables (See Table G-2)						
2	Recurring Software Maintenance and Support (M&S) (See Table G-3)	\$ 99,600.00	\$ 99,600.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 199,200.00
Total Costs							

Notes:

1. This particular cost summary does not reflect:
 - a. Reserved Bank for Enhancements
 - b. Total costs of optional requirements

If the warranty period ends on 9/30/13 as initially planned, the Maintenance and Support (M&S) for years 3 and 4 is:

- M&S Year 3 - 12/1/2014 - 11/30/2015
- M&S Year 4 - 12/1/2015 - 11/30/2016

If the warranty period does not end on 9/30/13, the Maintenance and Support (M&S) period may be reduced. In this instance the State would invoke its change management process. (Please refer to Section 1.403 Change Management)

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

February 14, 2013

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B2200039
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation One Campus Martius Detroit, MI 48226	Cindy Janssen	Cindy.janssen@compuware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	517-267-5252	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: BAA – Secure Site Project			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 1, 2011	November 30, 2014	5, 1 Year Options	November 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		November 30, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$3,301,706.18		

Effective immediately, cost tables G-2, G-3a, and G-3b are updated per tables below. Please note, Linda Ross is REPLACED by Rahul Khedkar – Lead Analyst/Architect.

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

Per agency and vendor agreement and DTMB Procurement approval.

Table G-2: Details of “Custom Development, Interfaces and Deliverables”

#	Cost Components Based on Phase and Deliverables	Original Cost	Revised Cost per CCR 001 thru 008	Planned Completion Date
A	Initiation and Planning			
A1	Project Plan	\$37,135.50	\$37,135.50	12/29/2011
A2	WBS/Project Schedule	\$7,652.25	\$7,652.25	12/29/2011
B	Requirements Verification			
B1	Business Requirements Documentation - Req. Traceability Matrix - SEM 0401 - Detailed Req. Specification - SEM 0402 - Business Workflow Document - Use Case Document	\$83,676.00	\$83,676.00	4/6/2012
C	Hardware			
C1	Hardware Requirements Document	\$12,397.50	\$12,397.50	4/6/2012
D	Software			
D1	Software Requirements Specification Document	\$12,397.50	\$12,397.50	4/6/2012
E	Application Design			
E1	Technical Design Document	\$45,723.50	\$66,638.06	6/1/2012
E2	List and layouts of reports and screens	\$17,584.50	\$17,584.50	6/1/2012
E3	Updated documentation including Data Dictionary, Project Plan and RTM	\$48,454.75	\$48,454.75	6/1/2012
F	Application Development			
F1A	Interim Code Review 1	\$120,000.00	\$209,358.84	8/9/2012
F1B	Interim Code Review 2	\$120,000.00	\$209,358.84	10/11/2012
F1C	Final Delivery of Code	\$135,107.50	\$240,658.33	2/15/2013
F2	Updated Documentation	\$28,989.25	\$33,037.25	2/15/2013
G	Testing			
G1	Test Plan	\$15,827.00	\$15,827.00	2/15/2013
G2	Test Cases	\$40,945.00	\$64,709.86	6/29/2012
G3	Implementation of Test Environment & Tools	\$20,805.00	\$20,805.00	12/28/2012
G4	Completion of contractor Tests (such as System, Performance and Stress) including Defect Correction & Reports	\$140,201.00	\$140,201.00	3/8/2013

G5	User Acceptance Test including Defect Correction & Reports	\$90,324.50	\$90,324.50	4/19/2013
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G6	Project Documents Updates	\$0.00	\$0.00	2/15/2013
H	Conversion			
H1	Conversion Requirements Document	\$23,023.25	\$23,023.25	6/1/2012
H2	Conversion Design Document including Mapping	\$30,723.00	\$30,723.00	9/30/2012
H3	Conversion Code (With F1B+C deliv.)	\$82,222.50	\$82,222.50	2/15/2013
H4	Conversion Test Plan	\$13,889.00	\$13,889.00	2/15/2013
H5	Conversion Test Report	\$20,605.50	\$20,605.50	3/8/2013
H6	Conversion Implementation Plan	\$12,326.25	\$12,326.25	2/15/2013
H7	Implemented Conversion/Population of Database	\$53,974.25	\$53,974.25	7/1/2013
I	Implementation			
I1	Installation Guide	\$30,058.00	\$30,058.00	6/21/2013
I2	Implemented System	\$74,765.00	\$229,043.25	7/1/2013
I3	90-Day Warranty Period including Resolution of Issues & Weekly Reports	\$268,873.50	\$268,873.50	9/30/2013
J	Training			
J1	Training Plan	\$9,528.50	\$9,528.50	2/15/2013
J2	Training System	\$50,017.50	\$50,017.50	5/17/2013
J3	Training Material including on-line support material	\$39,543.75	\$39,543.75	5/17/2013
J4	Completion of training	\$21,113.75	\$21,113.75	6/14/2013
K	Documentation			
K1	On Line Help	\$22,467.50	\$22,467.50	6/21/2013
K2	Procedures Manual	\$21,983.00	\$21,983.00	6/21/2013
K3	User Manual	\$25,545.50	\$25,545.50	6/21/2013
K4	Developer Reference	\$26,163.00	\$26,163.00	6/21/2013
K5	Logical/Physical Data Model	\$25,688.00	\$25,688.00	6/21/2013
K6	System Administration Manual	\$21,650.50	\$21,650.50	6/21/2013
K7	DB Administration Manual	\$20,938.00	\$20,938.00	6/21/2013
K8	Operations Manual	\$21,413.00	\$21,413.00	6/21/2013
L	Knowledge Transfer			
L1	Knowledge Transfer Plan	\$12,103.00	\$12,103.00	2/15/2013
L2	Execution of KT, including Transfer Evaluation Report and Final Transfer Evaluation Report	\$57,779.00	\$57,779.00	7/1/2013
	Totals (Hours and Costs) for Custom Development, Interfaces and associated Deliverables	\$1,963,615.00	\$2,450,889.18	

Table G-3a: Cost By Time (Years 1 and 2)

#	Cost Component	Initiation through Warranty	M&S Year 1	M&S Year 2	Total Minimum Contract
1	Custom Development, interfaces and associated deliverables (See Table G-2)	\$ 2,450,889.18			\$ 2,450,889.18
2	Recurring Software Maintenance and Support (M&S) (See Table G-3)		\$ 33,200.00	\$ 199,200.00	\$ 232,400.00
	Total costs	\$ 2,450,889.18	\$ 33,200.00	\$ 199,200.00	\$ 2,683,289.18

Notes:

1. Maintenance and Support (M&S) starts after 90-day warranty period and upon final acceptance of the system by the State. Whatever year the "modification including warranty" completes, the M&S would reflect remainder of the year.
2. This particular cost summary does not reflect:
 - a. Reserved Bank for Enhancements
 - b. Total costs of optional requirements

The initial project plan assumes that the Warranty period will end on 9/30/13, with Maintenance and Support beginning on 10/1/2013. M&S Year 1 in the table above reflects 2 months of expected costs (10/1/2013 through 11/30/2013) and M&S Year 2 is expected to be 12/1/2013 through 11/30/2014.

If the warranty period does not end by 9/30/13, the Maintenance and Support (M&S) period may be reduced. In this instance the State would invoke its change management process. (Please refer to Section 1.403 Change Management)

Table G-3b Cost by Time for Maintenance (Years 3 through 7)

#	Cost Component	M&S Year 3	M&S Year 4	M&S Year 5	M&S Year 6	M&S Year 7	Total M&S Years 3-7
1	Custom Development, interfaces and associated deliverables (See Table G-2)						
2	Recurring Software Maintenance and Support (M&S) (See Table G-3)	\$ 99,600.00	\$ 99,600.00	\$ 99,600.00	\$ 99,600.00	\$ 83,000.00	\$ 481,400.00
Total Costs							

Notes:

1. This particular cost summary does not reflect:
 - a. Reserved Bank for Enhancements
 - b. Total costs of optional requirements

If the warranty period ends on 9/30/13 as initially planned, the Maintenance and Support (M&S) for years 3 through 7 would be:

- M&S Year 3 - 12/1/2014 - 11/30/2015
- M&S Year 4 - 12/1/2015 - 11/30/2016
- M&S Year 5 - 12/1/2016 - 11/30/2017
- M&S Year 6 - 12/1/2017 - 11/30/2018
- M&S Year 7 - 12/1/2018 - 9/30/2019

If the warranty period does not end on 9/30/13, the Maintenance and Support (M&S) period may be reduced. In this instance the State would invoke its change management process. (Please refer to Section 1.403 Change Management)

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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B2200039
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Compuware Corporation One Campus Martius Detroit, MI 48226	Cindy Janssen	Cindy.janssen@compuware.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 267-5252	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:				
BUYER:	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: BAA – Secure Site Project			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
December 1, 2011	November 30, 2014		November 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIdeal PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Effective August 7, 2012, this contract is hereby INCREASED by \$418,291.18. Additional resource Charles Barnum is added to the contract at a rate of \$95/hour, not to exceed 550 hours. All other terms, conditions, pricing and specifications remain the same. Per agency request, DTMB Procurement approval and the approval of the State Administrative Board on August 7, 2012.		
VALUE/COST OF CHANGE NOTICE:	\$418,291.18	

ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$3,301,706.18
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STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 12, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Compuware Corporation One Campus Martius Detroit, MI 48226		TELEPHONE Cindy Janssen (517) 267-5252
		CONTRACTOR NUMBER/MAIL CODE
Email: cindy.janssen@compuware.com		BUYER/CA 517-373-3993 Joseph Kelly
Contract Compliance Inspector: BAA - Secure Site Project		
CONTRACT PERIOD: From: December 01, 2011 To: November 30, 2014		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

The terms and conditions of this Contract are attached.

Estimated Contract Value: \$2,883,415.00

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

CONTRACT NO. 071B2200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Compuware Corporation One Campus Martius Detroit, MI 48226 Email: cindy.janssen@compuware.com	TELEPHONE Cindy Janssen (517) 267-5252 CONTRACTOR NUMBER/MAIL CODE BUYER/CA 517-373-3993 Joseph Kelly
Contract Compliance Inspector: BAA - Secure Site Project	
CONTRACT PERIOD: From: December 01, 2011 To: November 30, 2014	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071R1300366, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$ 2,883,415.00	

FOR THE CONTRACTOR: _____ Compuware, Inc. Firm Name _____ Authorized Agent Signature Cindy Janssen Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Jeff Brownlee, Chief Procurement Officer Name/Title DTMB Purchasing Operations Division _____ Date
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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), through the Michigan Department of Education (MDE) Bureau of Assessment and Accountability (BAA) with assistance and support of the Michigan Department of Technology, Management, & Budget (MDTMB), has issued this contract for the provision of the work activities necessary for a custom development effort for the “BAA Secure Site” system.

The BAA Secure Site will:

- Be highly available since users will perform activities outside of the normal business day including weekends. There will be an allowance for a scheduled maintenance window
- Be State-hosted
- Be covered by a single State-level agreement/license to cover all sites engaged in use of this system
- Be a custom development solution
- Meet the requirements as defined in Appendices A and B

As described below in Section 1.002 – Background, OEAA Secure Site is an existing system but this project, BAA Secure Site, will replace the existing system. The new system will include improvements/changes to existing functionality as well as inclusion of the AYP Admin system functionality.

- Appendices A and B not only identify requirements but also indicate whether the requirements are (1) same as the present system, (2) similar but likely needing modification from the present system or (3) not included in the current (Secure Site and AYP) system.
- In Attachment X is the existing Secure Site User Manual which includes screen prints. This document and its screens are NOT meant to reflect all functionality, the desired design or “look and feel” but to provide an understanding of the type of information viewed, created and updated for those components of the Secure Site that are the same or similar.

The project will include all activities and services as defined in Article 1 and associated attachments and appendices. The State seeks to have services begin upon award of the contract. The duration of the effort to build the system and implement into production will be defined by the Contractor. The BAA targets training in the new system in an April/May 2013 timeframe and the actual “go live” for July of 2013. “Go live” is defined as installation in the production environment and available “ready for use” by the user community.

This contract has a minimum term of 3 (three) years which includes both the time for custom development and for whatever time remains of the 3 year contract as on-site maintenance. (Please refer to Table G-3a) The contract also includes 5 (five) additional one-year options to provide continued maintenance and implementation of any enhancements of the product (as identified and authorized by the MDE) while in use by the SOM. Renewal of the contract will be at the sole discretion of the SOM and will be based upon the acceptable performance and pricing by the selected Contractor and funding availability as determined by the SOM.

A specific description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables (and its associated attachments and appendices). The Contractor’s proposal may be referenced by the SOM for further verification of the solution to be provided.

1.002 BACKGROUND

Information in this section is for information purposes only. A glossary of terms is included at the end of this document (but prior to the Appendices).

The existing application, called the OEAA Secure Site, is a classic ASP and VB6 internet application that was created in 2003. A major enhancement was implemented in 2005. Since then, the ongoing support has been handled by a team of BAA and DTMB resources. The

OEAA Secure Site provides district and school personnel, ISD/District/School administrators, and SOM administrators with a central repository of student assessment data. Data is maintained for the following assessments:

1. Michigan Educational Assessment Program (MEAP) – Fall program
2. Michigan Merit Exam (MME) – Spring program
3. Michigan's Alternate Assessment System (MI-Access) – Fall and Spring program
4. Michigan's Alternative Assessment based on Modified Achievement Standards (MEAP-Access)
5. English Language Proficiency Assessment (ELPA) – Spring program
6. ELPA Screener – Administered throughout the year on an individual student basis

The existing application provides the following primary functions:

1. Pre-identification of students to be tested
2. Ordering of assessment materials
3. Verifying students expected-to-test and student demographics (Expected-to-Test)
4. Verification of scanned assessment documents and demographic information (Tested Roster)
5. Identifying why students did not test (Students Not Tested)
6. Access to student assessment score report PDFs
7. Miscellaneous report creation
8. ELPA Screener material order shipping and tracking
9. ELPA Screener score entry and report creation
10. Security administration

AYP business processes use two additional applications; one web-based and one windows-client based. The AYP Admin Application is a windows-based client application used by BAA administrators to manage AYP appeals, update the AYP database, run scripts to create the Michigan School Report Cards report and administer accounts for users who want to view the Michigan School Report Cards report. The Michigan School Report Cards is the web-based application used to display preliminary AYP data to schools and districts. It is a series of reports for both schools and districts showing various aspects of AYP calculations. Districts and schools are also able to download a student level data file and submit AYP appeals.

1.102 OUT OF SCOPE

- The need for modifications to other systems/applications that may interface with BAA Secure Site.
- The Contractor having primary responsibility for installation of software or hardware within the State of Michigan environment. However, the Contractor will provide support of this activity.

1.103 ENVIRONMENT

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development standards and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided must comply with all applicable State IT policies and standards. The Contractor is required to review all applicable links provided below and comply with each during the execution of the contract.

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless pre-approved by MDTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The

MDTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html (see 1300 series for security)

The State's security environment includes:

MDTMB Single Login.

MDTMB provided SQL security database.

Secured Socket Layers.

SecureID (State Security Standard for external network access and high risk Web systems)

MDTMB requires that its single login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and MDTMB Office of Enterprise Security (OES).

Any additional Agency specific security requirements above and beyond the enterprise requirements and standard terms and conditions stated in Article 2 must be provided as part of the Agency Specific Technical Environment.

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

The State Unified Information Technology Environment (SUITE):

SUITE is a methodology that includes standards, forms and templates for project management and systems engineering: <http://www.michigan.gov/suite>

The Contractor shall conform to SUITE and adopt said processes and templates in performance of the project.

Agency Specific Technical Environment (as of July 2011)

The solution must be able to be hosted on the hardware defined below

Hardware Listing

- Web Servers: 2 - Dell PowerEdge 1950 with 2 Intel Xeon 3.0GHz Processors; 2 GB memory; 2 x 36GB Hard drives; RAID 1; Load balanced via content switch; Windows 2003 SVR STD SP2, IIS6
- Database Servers: Multiple HP ProLiant DL580 G5 with 4 (Intel Xeon 2.4 GHz) Quad-Core; 16 GB memory; 2 X 146 GB Hard drives; RAID 1; Clustered; Windows 2008 SVR EE 64-Bit
- Application Server: HP ProLiant DL380 G5 with 2 (Intel Xeon 2.3 GHz) Dual-Core; 4 GB memory; 2 X 36 GB Hard drives; RAID 1; Windows 2003 SVR EE, IIS6
- Web Services Server: Application Server: HP ProLiant DL380 G5 with 2 (Intel Xeon 2.33 GHz) Dual-Core; 4 GB memory; 2 X 73 GB Hard drives; RAID 1; Windows 2003 SVR STD SP2, IIS6
- Mail Server: SMPP Server

Desktop Workstations Software Listing	○ Dell Pentium with Windows XP
	○ ASP.Net using 4.0 framework
	○ Visual Studio 2010
	○ JavaScript
	○ HTML
	○ XML
	○ MS Office Professional Plus 2010
	○ Microsoft Project
	○ Visio
Database Source Control, & Code Promotion	○ MS SQL Server 2008
	○ Microsoft Team Foundation Server 2010
Network Browser	○ MS Active Directory
	○ Internet Explorer 8, Firefox, Safari
Reporting tools Interfaces	○ SQL Reporting Services 2008
	○ State of Michigan's eMichigan Standards

Note: The Web Servers may be replaced prior to this project being implemented into production. The physical servers may be replaced with virtual server(s), of equivalent or greater processing speed, hard drives, and memory. The most current version of Microsoft Windows Server Operating System and IIS would be used.

1.104 WORK AND DELIVERABLES

I. Services and Deliverables to be Provided

A. Initiation and Planning

The Contractor's handling of activities and deliverables for the Initiation and Planning Phase include, but are not limited to the following:

1. The Contractor will conduct a project kick-off meeting
 - a. The contractor will provide an agenda based upon their experience and the specifics of the project.
2. The Contractor will create the Project Plan, including its associated sub-plans, in compliance with requirements as defined in Section 1.301 (Project Plan Management) and Section 1.400 (Project Management).
3. The Contractor will create a detailed Work Breakdown Structure (WBS) and Project Schedule (with dependencies, resource assignments and will use MS Project or other pre-approved alternative)
4. The Contractor will define expectations for the resources required of state business users and IT personnel. This must address both:
 - a. Type of skill required and
 - b. Level of commitment (percent or range of hours per week, etc).
 - c. "As needed" statements are non-responsive.
5. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverables for Initiation and Planning

- A1: Project Plan (and its associated sub-plans, each in its own document)
 - Change Management Plan
 - Communications Plan
 - Quality Plan
 - Security Plan and Assessment
 - Procurement Plan
 - Resource Plan
 - Issues Management
 - Risk Management Plan
 - Initial Test Plan
 - Initial Implementation Plan
 - Initial Maintenance Plan
- A2: Work Breakdown Structure
 - Project Schedule

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

B. Business Requirements

The Business Requirements Phase includes, but is not limited to the following:

1. The Contractor will develop and update business requirements in sufficient detail to support future phases including design, development, testing, training and conversion.
2. The Contractor will create and/or update Use Cases
3. The Contractor will create the Requirements Traceability Matrix. This provides a foundation for future phases to ensure, in each phase, the requirements are accounted for.
4. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Business Requirements

- B1: Business Requirements Documentation
 - Creation of Detailed Requirements Specifications
 - Creation of the Requirements Traceability Matrix
 - Creation of Business Work Flow document
 - Creation or Updates to the Use Cases

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

Compuware will conduct an initial meeting with all BAA Subject Matter Experts (SMEs) to communicate the modified agile approach to business requirements elicitation, including the acceptance of business requirements and to validate the goals and objectives of the project.

Compuware will build prototypes utilizing the requirements contained in the RFP's appendices, which will be refined throughout the JAD process. These prototypes will provide the State a visual representation of the resulting BAA Secure Site functionality, thereby affording the State the ability to view and approve the look and feel of the system early in the project.

Compuware will provide JAD Review Packages one week prior to the applicable JAD session.

C. Hardware

The Contractor's handling of activities and deliverables for Hardware include, but may not be limited to the following:

1. A solution that will operate on the infrastructure defined in Section 1.103.
 - a. However, the Contractor may suggest alternatives that might improve performance but said alternative does not imply (and cannot be required) in order for the solution to operate. This is an option, at the State's discretion that may include any of the following:
 - i. LAN hardware
 - ii. Server(s) – such as application, web, database, reporting, web services
 - iii. Printer(s)
 - iv. Peripheral(s)
 - v. Storage hardware
 - vi. Etc.
2. The Contractor understands the State will not provide any hardware to the Contractor.
3. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Hardware

C1: Updates to any and all documents provided before commencement of the Application Development phase

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

Compuware will provide a solution that will operate on the infrastructure defined in Section 1.103 of the State of Michigan's RFP for the BAA - Secure Site. Compuware's BAA - Secure Site solution will be designed and developed in such a manner that it takes full advantage of the hardware and software environment proposed by the State of Michigan.

D. Software

The Contractor's handling of Software activities includes, but is not limited to the following:

1. The Contractor will provide a custom developed software application that meets the requirements contained in Appendices A and B.
2. The Contractor will provide software that follows Windows standards for common functions including, but not limited to, navigation, printing, etc.
3. The Contractor will provide a solution that will operate on the infrastructure defined in Section 1.103.
4. The Contractor will provide a solution that conforms to architecture, technology standards, and the State of Michigan programming environment.
5. The Contractor will provide software with reporting capability including HTML, Excel, Text, PDF, etc.
6. The Contractor will identify any/all ancillary software required to support the operational use of the solution.
7. The Contractor will utilize software/tools that are the current version or are still supported by the licensed vendor.
8. The Contractor understands the State will not provide any software to the Vendor. However, the State will provide the necessary performance tools for testing on the State QA/Test environment during performance and stress testing.
9. The Contractor will complete the Enterprise Architecture Solution Assessment (EASA).
10. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Software

D1: Updates to any and all documents provided before commencement of the Application Development phase

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

Compuware will ensure the readability of the resulting source code so it can be comprehended by future developer(s) and maintained easily and so that BAA Secure Site can be updated to: add new features, modify existing features, fix bugs, or improve performance. Compuware verifies that all software/tools used from Microsoft will be the current version or a version still supported by Microsoft. Compuware understands the State will not provide any software to Compuware.

E. Application Design

The Contractor's handling of the activities and deliverables for the Application Design Phase includes, but is not limited to the following:

1. The Contractor will leverage the information provided in Appendices A and B as well as Attachment X (the Secure Site User Manual) to more efficiently complete the design.
2. The Contractor will complete the design activities listed below resulting in the required deliverables.
3. The Contractor will create a technical design document that includes:
 - a. Explanation of the Application Architecture illustrating use of the n-tier layers and responsibilities in each layer
 - b. Design considerations including:
 - i. Page/screen layout standards to ensure common presentation of material and compliant with look and feel standards described earlier (Section 1.103).
 - ii. Factors considered that improve the usability of the system. Examples include but are not limited to: Does the user:
 1. Understand the point of the page(s)?
 2. Understand the navigation system?
 3. Easily discover where to find things?
 4. Find that items consistently work well?
 - c. Security considerations
 - d. Network Deployment Diagram
 - e. Data Design which will, at a minimum, define for each element its meaning, relationship to other data, origin, use and format.
 - f. Program Specifications
4. The Contractor will create lists and associated layout of:
 - a. Screens/pages
 - b. Reports
5. The Contractor will provide design documentation for evaluation and feedback against "look and feel" standards.
 - a. Will resolve all findings from the SOM review prior to completion of the design to avoid rework during the development phase.
 - b. The Contractor will ensure the application remains compliant at all times with formal reviews, including but not limited to during design, development, testing and UAT.
6. The Contractor will provide interfaces (as identified below) on a real time basis unless otherwise agreed to by the DTMB Project Manager.
 - a. The MDTMB will provide access to the necessary data and/or systems.
 - b. The design should NOT presume any changes to the systems interfacing with BAA Secure Site.
7. The Contractor will update the Requirements Traceability Matrix (RTM).
 - a. The RTM provides evidence that all requirements from the Requirements Phase – 1.104 (1) (B) – are included.
 - b. This will cover the completion of the column marked "Design Specifications", where the Contractor will provide a reference to the approved Design document(s).
 - c. The Design document will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.
8. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

The Contractor must provide appropriate system interfaces/integration to the following applications:

- Name of Application: EEM (Educational Entity Master)
 - Definition: The EEM is the State of Michigan's database of school directory information for public and registered non-public educational entities. It is the single source repository for all official identification numbers and contact information for the educational systems in Michigan. It is the foundation for linking all "Center for Educational Performance and Information" (CEPI) data applications and Michigan Department of Education data collections.
 - Application Owner: Center for Educational Performance and Information (CEPI), State of Michigan
URL: www.michigan.gov/eem
 - Source: The source data is in Microsoft SQL Server 2008
 - Requirement: Import ISD, District, School data from EEM and their characteristics.
 - Sizing: Approximately 900 entities are imported from the EEM.

- Name of Application: MSDS (Michigan Student Data System)
 - Definition: The MSDS collects and stores student demographics and data from the various reporting educational entities. To report student data, education departments must accurately and securely track each student. Each student is assigned a Unique Identification Code (UIC) that moves with the student from grade to grade and school to school over the course of their academic career. The MSDS application validates and assigns (UIC) to students. Students unable to be uniquely identified require resolution through the application interface.
 - Application Owner: Center for Educational Performance and Information (CEPI), State of Michigan
URL: www.michigan.gov/msds
 - Source: The source data is in Microsoft SQL Server 2008. The MSDS contains approximately 3.6M student records, with an annually growth of 7%.
 - Requirement:
 - Access: Data systems required to obtain and/or validate UICs use web services and must have a valid system account in the MSDS.
 - System must import data from MSDS.
 - System must be able to upload data to MSDS.
 - Requirement: The new system must have a provision to import student data.
 - Sizing: Approximately 1,700,000 entities are imported from the MSDS (though this varies based upon number of students).
 - Sizing: TBD

- Name of Application: MEDS (Migrant Education Database System)
 - Definition: The Migrant Education Database System (MEDS) is a repository of data for Michigan migrant students and the work migration of the family. Data include information about district location, migrant eligibility, parents and residency, children birth, special and medical needs, language, and enrollment. MEDS sends data to The Migrant Student Information Exchange (MSIX) is a federal repository of migrant students in the United States that is used by other states with migrant students to obtain school and move information to assist in the proper placement of students as they move from one state or district to another. The states' migrant application feeds data to MSIX.
 - Application Owner: Center for Educational Performance and Information (CEPI), State of Michigan
URL: <https://mdoe.state.mi.us/meds/>
 - Source: The source data is in Microsoft SQL Server 2008.
 - Requirement: System must be able to provide views linking MEDS students and Secure Site Students using UIC and export data to MEDS database for each assessment cycle individually.
 - Sizing: TBD

- Name of Application: CTEIS (Career Technical Education Information System)
 - Definition: CTEIS is a statewide data system used to provide information on all students in the state of Michigan who have participated or are participating in state-approved career and

technical education programs. This information is used to provide information concerning CTE (Career Technical Education) programs within the state, student enrollments within CTE programs.

- Application Owner: Career and Technical Education (CTE), State of Michigan
 - URL: <http://www.cteis.com/login.aspx?ReturnUrl=%2f>
 - Source: MY SQL Database, information pulled from MY SQL and sent to BAA in an MS Access Database
 - Requirement: System must be able to import data from CTEIS and linking data in the Secure Site through UIC.
 - Sizing: TBD
- Name of Application: TBD - SOM Approved Authentication Application
In addition, the system will interface with one of the State of Michigan's approved authentication applications and this will be determined by DTMB and MDE during the Application Design phase as identified in the project schedule.

Deliverable(s) for Application Design

E1: Technical Design Document

E2: List and layouts of reports and screens/pages

E3: Creation or updates to documentation including the Data Dictionary, Project Plan and Requirements Traceability Matrix

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

During the Application (Technical) Design Phase the Compuware Lead Developer will use the standard database design methodology to produce a physical database design, assessing data elements and candidate keys and progressing through third normal form. All logical and physical database design models will be shared with State of Michigan DTMB personnel, including DBAs and Data Analysts, through all phases of the project.

During the Application (Technical) Design phase the Compuware Lead Developer will ensure that the Design Specification column is filled in for each item in the Requirements Traceability Matrix (RTM).

F. Application Development

The Contractor's handling of the activities and deliverables for the Application Development Phase include, but are not limited to the following:

1. The Contractor will develop a software solution including interfaces
 - a. Since the system may change due to correction of defects or other factors, the Contractor will present the software to the SOM for review against "look and feel" standards. This will confirm:
 - i. Items defined from a similar review during the design have been addressed and
 - ii. Whether any items not in compliance were introduced during code changes from testing.
 - iii. However, if changes are required, these must be addressed before UAT is considered complete. Said changes will be performed at no additional cost to the State.
2. The Contractor created solution will include all interfaces to pull data in a real time basis (unless otherwise agreed to by the State of Michigan)
3. The Contractor will create/update documentation including
 - a. As required, documentation of modules/pages and reports
 - b. As required, Data Dictionary
 - c. As required, update of the various components of the Project Plan
4. The Contractor will update the Requirements Traceability Matrix (RTM).
 - a. This provides evidence that all requirements are accounted for in the development phase.
 - b. This will cover the completion of the column marked "Program Module."

- c. The development effort will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.
5. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Application Development

- F1: Creation of software including development of interfaces
- F2: Updated documentation, including the Requirements Traceability Matrix

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

During the Application Development phase the Compuware Development team will update the technical documentation that was created in the Application (Technical) Design phase. The Compuware Development Team will also provide formatted and fully commented code that will ensure that the pages are self-documented. The Compuware Lead Developer will ensure that any data changes made during development will be reflected in an updated data dictionary.

G. Testing

The Contractor's handling of the activities and deliverables for the Test Phase includes, but is not limited to the following:

1. The Contractor will create the Test Plan and Test Schedule.
2. The Contractor will create test cases that verify the functionality but also the capacity/performance to handle the expected load, including peak demand.
3. The Contractor will create the test data to support the test cases.
 - a. If or when using "real data" some of which is of a sensitive nature and therefore accessible under the same authorization rules as exists in production.
 - b. DTMB will load test data for testing that occurs in the state environment.
4. The Contractor will conduct a "testing kick-off meeting" with appropriate SOM (MDE and DTMB) staff in order to orient SOM staff on the test methodology and schedule.
 - a. The Contractor will provide an agenda based upon their experience and the specifics of the project.
5. The Contractor will provide a tool to log and report defects from all of the various tests including UAT. Said tool will be easily accessible to the State to post defects, review activity and run reports.
6. The Contractor will execute the following testing in their environment:
 - a. Unit Tests
 - b. Intra-System Integration Test
 - i. This involves validating that all of the functions work in unison as the modules are developed but does not test the interfaces
 - c. Functional Test –
 - i. This occurs in conjunction with integration testing.
 - ii. This ensures that the new system is handling data correctly, receiving inputs from users and files, performing data error checks and input validation, passing data between modules correctly, storing and retrieving data correctly, printing reports, and presenting the proper error messages to the user.
 - d. System Test
 - i. This involves validating that all of the functions work in unison.
 - ii. The Contractor shall perform this test prior to submitting code to the SOM for the Performance and Stress Test.
 - iii. Correction of all errors from the testing (listed above), unless specifically agreed to in writing by the DTMB Project Manager, before the system is turned over to the State for User Acceptance Testing.
 1. Errors are not considered as closed until verified at the same level of testing as they occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.

- e. VPN access is not provided during these tests.
- 7. The Contractor will execute the following testing in the SOM QA environment to ensure “environment equivalent to production”:
 - a. Inter-system Testing
 - i. This involves validating that all aspects of the application interface properly with external systems and databases
 - b. Performance and Stress Test
 - i. This occurs after inter-system testing is completed.
 - ii. The Performance Test involves testing application procedures and functions with the increasing data and user load to ensure that the response time is within contract and user standards.
 - iii. Will utilize Vantage (or similar State provided tool)
 - iv. The performance threshold of page response time for a page load is 2 seconds in the SOM network.
 - c. The Stress Test involves how the system performs in response to increasing demand by simulating the following: (1) increasing the number of users, (2) increasing the complexity of the tasks which the users are performing, and (3) increasing the number of tasks the users perform. The final load test needs to demonstrate the ability to handle expected peak demand.
 - i. Will utilize Visual Studio 2010
 - d. Performance and Stress Test results will be documented no less than weekly or completion of a test cycle (whichever is first) and any concerns identified with corresponding recommendations to correct or improve.
 - e. The Contractor shall complete both tests prior to submitting code to the SOM for the User Acceptance Test.
 - f. During performance test and stress test, the Contractor will monitor, track/report and if necessary identify issues to address:
 - i. System performance
 - ii. Computer resource usage
 - g. Correction of all errors from the testing (listed above), unless specifically agreed to in writing by the DTMB Project Manager, before the system is turned over to the State for User Acceptance Testing.
 - i. Errors are not considered as closed until verified at the same level of testing as occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.
 - ii. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
- 8. The Contractor will verify the separate test environment is ready prior to the SOM Subject Matter Experts beginning their User Acceptance Testing. “Ready” includes:
 - a. System loaded and “ready and able” to be used
 - b. User testers have access to the system
 - c. Authentication and authorization is in place to ensure protection of data
 - d. Reloading system to test including UAT after defects corrected
 - e. Reloading test data as requested
- 9. Though the State will perform User Acceptance Testing, the Contractor will provide business and technical personnel to monitor progress, investigate and answer questions that may arise and assist users in documentation of defects during User Acceptance Testing
 - a. UAT will occur in the SOM environment.
 - b. UAT must consist of no less than 2 rounds.
 - i. Round 1 will be no more than 4 business days, with a maximum of 6 hours per day.
 - ii. Round 2 will not commence until correction of defects from Round 1. Round 2 will be no more than 3 business days, a maximum of 6 hours per day.
 - iii. The Contractor shall include in the project schedule the anticipated time for correction but should this effort exceed expectations, this would not justify a change request and any additional effort is at no cost to the State.
 - c. All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of User Acceptance Testing

- d. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
10. Since the system may change due to correction of defects or other factors, the Contractor will present the software to the SOM for review against “look and feel” standards.
 - a. This shall occur after system test
 - b. This shall occur again with UAT.
 - c. This will confirm:
 - i. Items defined from a similar review during the design and development stage have been addressed and
 - ii. Whether any items not in compliance were introduced during code changes from testing.
 - iii. However, if changes are required, these must be addressed before UAT is considered complete. Said changes are performed at no additional cost to the State.
11. The Contractor will create test results reports that record the test events, the dates of the events, the test results and the analysis of the results (defects and resolution).
12. The Contractor will update the Requirements Traceability Matrix (RTM).
 - a. This provides evidence that all requirements are accounted for in the testing to validate they perform as expected.
 - b. This will cover the completion of the column marked “Test Case”, where the Contractor is expected to provide a reference to approved Test Cases.
13. The Test Case document(s) will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.
14. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Testing:

- G1: Test Plan
- G2: Test Cases/Scripts
- G3: Test Environment
 - Implementation of defect tracking tool
 - Creation of Test Environment including data
 - Test Environment Verification
- G4: Completion of tests as defined above
 - Correction of defects (unless so excluded in writing by DTMB Project Manager)
 - Test Result Report (developed after completion of each of the following: Performance/Stress Test, System Test)
- G5: User Acceptance Test
 - Including defect correction and Test Result Report
- G6: Updated documentation
 - Review and as required update the various components of the Project Plan
 - Updated Requirement Traceability Matrix

H. Conversion

The Contractor’s handling of the activities and deliverables for Conversion of existing data to the new structure include, but are not limited to:

1. The Contractor will leverage the information provided in Appendices A and B as well as Attachment X (the Secure Site User Manual) to minimize and more efficiently complete conversion.
 - a. Whenever possible it is desired that the existing database is retained or modified rather than redesigned in order to, among other things, minimize data conversion.
 - b. Of course, new features will drive database additions and/or changes.
 - c. Likewise, the Contractor may identify database changes to improve performance or data integrity.
2. The Contractor will define Conversion Requirements
 - a. Identify all data that needs to be converted before completion of the Application Design phase
 - b. Include definitions on how current Secure Site and AYP users will be converted

3. The Contractor will define Conversion Design
 - a. Mapping data from existing source to the new source
 - b. Design of programs, as or if needed, to automate conversion
4. The Contractor will perform Conversion Development
 - a. Development of all programs to automate the conversion
5. The Contractor will perform Conversion Testing
 - a. Execution of tests that verify that the data is successfully converted into the new (or modified structure) data structure
 - b. Provide 2 weeks for review and verification of the converted data by BAA users
 - i. However, any errors will necessitate the Contractor to make corrections and rerun the tests. Again, the BAA users need 2 weeks to verify the corrections were successful. This is done at no additional cost to the State.
6. The Contractor will perform Conversion Implementation
 - a. Execution of the conversion to place data into a production database accessible by the new BAA Secure Site system.
7. The Contractor will complete the Conversion Phase effort before “Go Live” so that all data is ready for use in the new BAA Secure Site system.
 - a. All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before “Go Live”.
8. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Conversion:

- H1: Conversion Requirements Document
- H2: Conversion Design Document including Mapping
- H3: Conversion Code
- H4: Conversion Test Plan
- H5: Conversion Test Report
- H6: Conversion Implementation Plan
- H7: Implemented Conversion/Population of Database

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

I. Implementation (including Warranty)

The Contractor’s handling of activities and deliverables for the Implementation Phase includes, but is not limited to the following:

1. The Contractor will create an installation guide and checklist of installation activities (that can be used repeatedly as/if required)
 - a. These will be used, validated and modified as/if required during the actual implementation
2. The Contractor will validate the system is installed and ready for use for the following environments:
 - a. Testing
 - b. Training
 - c. UAT
 - d. Production
3. The Contractor will support DTMB in regards to all product related installations in State environments.
4. The Contractor will perform a warranty period of 90 days that starts immediately upon implementation of the “ready to use” system in the production environment. The system is not considered under “maintenance and support” until passage of this predefined time and closure of issues as identified during this period
 - a. The Contractor will supply the resources necessary to perform this activity.
 - b. Direct troubleshooting, as/if necessary, to define root cause of problems, recommend solutions and secure correction
 - Said activities must be conducted consistent with the Knowledge Transfer process described in 1.104 (I) N (described below)

- c. If warranty activities do not fully utilize resources already identified in 4a (above) by the Contractor for warranty support, the State may leverage “available time” of said person(s) to work on knowledge transfer or backlog enhancements. Said enhancements if undertaken during this period do not impact the duration of the warranty period.
5. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.
 - a. This includes identification of issues, recommended solutions and actual action to improve or correct system performance

Deliverable(s) for Implementation:

- I1: Installation Guide including Checklist
- I2: Implemented system - BAA Secure Site
- I3: Completion of the warranty period
 - Including Management Reports, Weekly Performance Log through the warranty support period and Performance against SLA (see Appendix C)
 - Resolution of issues during the warranty period from users and through monitoring of system performance

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

The Compuware Project Manager will incorporate the detailed implementation and installation activities into the schedule/WBS to support the tasks/installs necessary during various project phases. This will enable appropriate project monitoring and control by the DTMB PM. Preparation and delivery of the Project Status Report, Weekly Performance Log, and Performance against SLAs will continue through the end of the Warranty period.

J. Training

The Contractor’s handling of Training activities include, but is not limited to the following:

1. The Contractor will define and execute the activities in order to provide training so that users are able to perform their intended responsibilities. This includes:
 - a. Training of both MDE BAA and non-MDE users
 - i. MDE BAA users are individuals within the State
 1. Administrators: All functions of the system including authorization of users at all levels
 2. Non-Administrators: Access to all student assessment data but not administrative rights
 - ii. Non-MDE users are individuals at the ISD, District or School level
 1. Administrators: A District Administrator can setup School Administrator, ISD Non-Admin, District Non-Admin and School Non-Admin. A School Administrator can setup School Non-Admin
 2. Non-Administrators: Access granted within the ISD, district or school to student assessment data.
 - b. Training includes MDE personnel learning about the database. This is meant to facilitate, as needed, the user’s ability to develop reports or analyze data
2. The Contractor will create the Training Plan and secure approval no later than the 20 business days prior to completion of the construction effort.
 - a. It will be revised, as necessary, during the testing and training phase.
3. The Contractor will create training material that includes:
 - a. Training/User Manual
 - b. Podcast/Webinar (retained for replay as needed)
 - c. PowerPoint presentations
 - d. On-line user help
 - e. Frequently Asked Questions (FAQ)
4. The Contractor created training material must be in a format that can be modified.
 - a. Hard copy materials using tools such as MS Word and PowerPoint or other tools if so approved by the State Project Manager.

- b. Run time presentations using tools that support editing as/if content changes such as Camtasia or other tools if so approved by the State Project Manager.
5. The Contractor created training material (including anything on-line) cannot illustrate real data.
 - a. Names, identification numbers, etc. must reflect fictitious information to protect the confidentiality of individuals unless specifically authorized by MDE management.
6. The Contractor will “test” the training material before it is delivered to a wider, general audience.
 - a. An initial session for each audience (MDE and non-MDE) will “test” the effectiveness of the material through user feedback.
 - b. The training material will be adjusted as necessary
7. The Contractor conducted training will occur in a training system, separate from production and separate from testing.
 - a. Training sessions must complete before BAA Secure Site goes into production.
 - i. The State will provide the training facilities per the training plan.
 - ii. The training will occur in the Lansing area.
 - b. Training approach for MDE
 - i. Webinar to introduce the system
 - ii. Up to 3 training classes of no more than 15 individuals per session to learn how to perform job responsibilities. These sessions may, at the sole determination of the State, be recorded for future use.
 - iii. Access to the training system so they can, with assistance of the Training Manual, practice performing job responsibilities
 - iv. Series of short taped session (PowerPoint and/or screen shots with voice overlay) showing “how to” that could teach on an “as needed” basis
 - v. All user and Technical Training sessions will be recorded by the Contractor for future use by State of Michigan personnel.
 - c. Training approach for non-MDE
 - i. Webinar to introduce the system.
 - ii. Up to 5 Train the Trainers sessions of no more than 15 individuals per session. These are MDE Consultants staff learning how to explain to non-MDE personnel how to perform their job responsibilities. These sessions may, at the sole determination of the State, be recorded for future use.
 - iii. Access to the training system so they can, with assistance of the Training Manual, practice performing job responsibilities
 - iv. Series of short taped sessions (PowerPoint and/or screen shots with voice overlay) showing “how to” that could teach on an “as needed” basis
8. The Contractor will provide additional “indirect” training support for users will be provided through on-line help.
 - a. On line help (screens), explaining how to perform a feature/function will exist at the time of User Acceptance Testing
 - i. Alternatively to online help, an online user manual with search capability can be provided.
 - ii. The Contractor will secure written feedback during UAT and modify material as required
 - b. On line Frequently Asked Questions (FAQ)
 - i. Said FAQ should exist in a format that MDE staff can add, change or delete content as old problems go away or new problems are identified.
 1. Features hardest to understand
 2. Features generating the most calls
 - ii. Can be presented by role; that is, FAQ for MDE and FAQ for non-MDE
 - c. The on-line material, both help and FAQ, will be printable.
9. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Training

J1: Training Plan

J2: Training System (an environment separate from production and testing)

J3: Training Materials suitable for each audience/role and per the Training Plan

J4: Execution of training prior to Go-Live so users able to perform their job responsibilities

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additional Clarification:

The Compuware Lead Analyst/Architect will conduct an initial session for each audience (MDE and non-MDE users) to test the effectiveness of the training material before it is delivered to a wider, general audience. The training materials will be updated by the Compuware Lead Analyst/Architect, as necessary based on the feedback by both MDE and non-MDE users.

Compuware will develop all training manuals to incorporate navigational information and procedures with specific process data. An instructor manual will be developed that includes all the necessary instruction notes, guides and tips to properly train instructor-led training classes. Each class session will also be supported by the development of Online User Aids, CBTs, Simulations, Quick Reference Guides, Workflow diagrams, and Presentations. All training materials will be linked to Online Policy documentation where appropriate.

Manuals will:

- a. Include curriculum by functionality, with sufficient examples and exercises to accomplish the stated training objective of assuring that end users gain the skills necessary to perform their job functions in the new BAA Secure Site.
- b. Include sections on how to use online training aids.
- c. Be available online with roles that prevent non-administrators from accessing the Administration Manuals.
- d. Reflect fictitious information to protect confidentiality of individuals unless specifically authorized by MDE management.

The Online Users Guide will:

- i) Address the usage of the system from a business process (workflow) perspective, describing how to accomplish business processes associated with the new BAA Secure Site system.
- ii) Be easy to use by enabling users to quickly locate the particular help they need with options such as “how do I?” and step-by-step procedures.
- iii) Provide links to explanations and help for:
 - Features most commonly used in BAA Secure Site
 - Features hardest to understand
 - Problems found to be most significant to the end user
 - Frequently Asked Questions (FAQ)
- iv) Reflect fictitious information to protect confidentiality of individuals unless specifically authorized by MDE management.
- v) Be created in a format that can be modified

The On-line User Help will include:

- i) A section for Frequently Asked Questions (FAQ) that is relevant to the screen the user accessed help from.
- ii) Descriptions of fields and functionality included in the screen the user accessed help from.
- iii) Applicable steps to complete actions applicable to the screen the user accessed help from.
- iv) Reflect fictitious information to protect confidentiality of individuals unless specifically authorized by MDE management.
- v) Be created in a format that can be modified

All training materials shall be delivered to, and become the property of BAA and the State of Michigan, upon the completion of the system implementation.

Conducting Training Sessions

Prior to each training session, the Compuware Lead Analyst/Architect will conduct a Webinar to introduce the system. After each session, users will have access to the training environment to practice

performing job responsibilities. Instructor-led classroom sessions will place emphasis on class participation. Learning will be hands-on, and will take place at the designated training centers or locations identified by the State. The Compuware Lead Analyst/Architect will utilize a variety of instructional design methods in order to give the participants the best learning environment possible. The instructor-led training will be augmented with blended learning methods for self-paced online training and live web training sessions. Train-The-Trainer sessions will be held to prepare State staff to partner during training implementation delivery and provide long-term support.

Timing

Training for the MDE and non-MDE staff will coincide with the project schedule for system implementation and will be completed prior to the implementation of the system. All training sessions will be held during April and May, 2013.

Training approach for MDE

The Instructor-led classroom training will offer topics based on system role and show participants how the system works and how to perform common tasks, with end users performing the tasks themselves in a classroom/lab setting. Each end user will have a computer on which to practice. Per the State's requirements, the class size will not exceed 15.

Compuware will conduct one training session for MDE Administrators and two training sessions for MDE users.

Training approach for non-MDE

A Train-The-Trainer course will be developed for the MDE trainers. The State Train-The-Trainer class will receive hands-on training of how to conduct the BAA end user training. Participants will receive: the complete manual with instructor notes; syllabus of curriculum materials, MS PowerPoint presentations and module outlines with talking points.

Compuware will conduct up to 5 Train the Trainers sessions to teach MDE trainers how to train non-MDE personnel on how to perform their job responsibilities.

Indirect Training Support

On-Line Help Screens/On-Line User manual

Compuware will create an online User Guide with easy to use navigation, and a sophisticated search feature for online help documentation. It will include detailed screen descriptions and system procedures and quick links to training materials where appropriate.

Compuware will capture written feedback during User Acceptance Testing and modify the training material as appropriate and required.

Timing

On line help screens will be available for User Acceptance Testing phase.

Updates

Compuware will secure written feedback during UAT and modify the online help screens as required.

On-Line Frequently Asked Questions (FAQ)

Compuware will provide FAQ pages in a format that MDE staff can add, change or delete content as old problems go away or new problems are identified. Compuware will design the FAQ pages in a way that will allow the presentation by role such as Administrator and non-Administrator and by MDE user and non-MDE user. The FAQ pages will include:

- a. Features hardest to understand
- b. Features generating the most calls

Print Capabilities

Compuware will provide the capability to print all online user aids including online user guide, online help screens, and FAQ pages.

In addition and as specified in the oral presentation, Compuware will record all user and technical training for future use by the State of Michigan.

K. Documentation

Documentation is created and, as required, updated throughout the life of the project.

The Contractor's handling of activities and deliverables for Documentation includes, but is not limited to the following:

1. The Contractor will develop documentation that is in compliance with these general rules which apply to all documentation mentioned throughout the RFP.
 - a. All documentation provided as deliverables become the property of the SOM
 - b. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
 - c. All documents will employ version control.
 - d. All documents will be accessible to State Users prior to system implementation
 - i. The State prefers MS SharePoint for document management. However, the State cannot provide external access to the State's SharePoint (at this time).
 - e. All documents will employ identifiers for each section and support access from the Table of Contents.
 - f. All material must be in a format that allows creation of unlimited copies. All material must be created with tools generally and cost effectively available so material can be updated as needed.
 - g. Documentation can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
 - h. An outline or table of contents should be approved before development of the documents.
 - i. Documents once drafted will be sent, prior to the "ready for final review" step, to representatives of their intended reader audience in order to permit initial review and comments.
 - i. It is recommended to conduct a meeting to review comments but allow reviewers to simply submit replies back to the project without attending said meeting.

- j. Documents reflecting audience review and now “ready for final review” will provide time, based upon size/length of the document, as defined in Article 2 between submission and acceptance.
 - i. Though drafts may employ the “track changes” features (when in Word), final versions must reflect a “clean” presentation with all changes accepted or rejected.
2. The Contractor will notify the State of any discrepancies or errors in the system, operations, and user documentation.
3. In addition to documents mentioned in earlier phases of the project, the Contractor is responsible for creation and approval of the following items prior to, whichever is first, implementation or knowledge transfer (unless specifically stated otherwise):
 - a. Procedure Manual will define policies and practices.
 - b. User Manual will define “how to” use the system functions. As noted elsewhere, this will be completed and approved prior to training.
 - c. The Delivery Reference Manual will, among other things, provide details of the system build and the source code. This will be completed and approved prior to Implementation.
 - i. The document will include the description of all modules within the application, source code listing, versioning standards used, libraries/directories, database objects, and code dependencies.
 - ii. This document will identify modifications (changes, additions or deletions) from base system to ensure when the base package is upgraded all modifications are retained.
 - iii. This document is intended to help the technical staff that will, upon completion of this project, provide ongoing maintenance, support and enhancement.
 - d. Data Model will present the data structure
 - e. System Administrator Manual describes, among other things, how to handle security (authorization), job scheduling, system monitoring, archiving (e.g. backup and recovery), etc.
 - f. DBA Manual describe how to install, create and maintain the database
 - g. Operations Manual describe how to perform IT support actions required on a daily or predefined regular basis, operations done only as needed (e.g. upgrades or to expand size due to increase usage), special operations (e.g. shut-down, recovery, etc) and troubleshooting
4. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Documentation

- K1: On Line Help Screens, both “how to” and common FAQ
- K2: Procedures Manual
- K3: User Manual
- K4: Developers Reference Manual
- K5: Logical and Physical Data Model
 - o Including Data (Element) Dictionary
- K6: System Administration Manual
- K7: Database Administration Manual
- K8: Operations Manual

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

To assist in overall team communication and collaboration, Compuware will provide a SharePoint repository, to serve as an Electronic Project Library (EPL) through the warranty period. All documentation kept in the EPL will be the property of the State. In addition, at the completion of the warranty period, Compuware will transition the EPL content to the State

L. Operation Services

The Contractor’s handling of the activities and deliverables for Operations Services includes, but is not limited to the following:

1. The Contractor will define Systems Management services
2. The Contractor will define Security Administration services

3. The Contractor will define the process to provide software to the State and support provided to assist in installation in the various (QA, Production, Test, Training) environments

Deliverable(s) for Operation Services

- Delivery of all software to SOM Office Automation (OA) Team
- Support to OA in the installation
 - Training including documentation on installation and support (as defined above in Section 1.104(1) (I))
 - Modification, as/if necessary to installation guide/checklist based upon the lessons learned from the actual installation

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

M. Maintenance and Support

The maintenance period will commence immediately upon completion of the warranty period. The Contractor will provide on-site maintenance and support for whatever time remains of the initial 3 year period (please see table G-3a). The maintenance period will reflect a “single integrated team” that consists of Contractor and DTMB personnel under the direction of DTMB.

The Contractor will provide the activities and deliverables for the Maintenance and Support Phase that includes, but is not limited to the following:

1. The Contractor will provide Performance maintenance services
 - a. Performance maintenance includes the following services:
 - i. Improve the performance, maintainability, or other attributes of an application system.
 - ii. Data table restructuring.
 - iii. Data purges and or archiving to reduce/improve data storage.
 - iv. Run time improvements.
 - v. Replace utilities to reduce run time.
 - vi. Potential problem correction.
 - vii. Data set expansions to avoid space problems.
 - b. Performance maintenance changes as part of a regularly scheduled release. For major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release
 - i. Said activity needs to be scheduled to minimize impact to users recognizing they have access 24x7.
 - ii. Said activity must be communicated (broadcast message or other acceptable alternative) so users are aware prior to the outage
 - c. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).
2. The Contractor will provide System Maintenance services
 - a. Refers to regular and routine work performed by the Contractor on the system and any ancillary systems or interfaces run by the Contractor under this contract.
 - b. Includes any work required to correct defects in the system operation as required to meet RFP requirements. This includes:
 - i. Any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page,
 - ii. Program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.
3. The Contractor will provide Adaptive and Preventive Maintenance services

- a. Adaptive and preventive maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
 - i. Software modifications and upgrades necessary because of expiring Contractor support.
 - ii. One-time loads or reformats of user data
 - iii. Report distribution changes.
 - iv. Disaster recovery plan activities.
 - v. Upgrades or patches to the server(s) operating System or other system and application software will be handled by DTMB.
 - vi. Hardware and database conversions that do not modify user functionality will be handled by DTMB
 - b. The changes should be transparent to the user.
 - c. Adaptive release changes will be performed in a regularly scheduled release.
 - d. For any major upgrades requiring a more significant amount of time to develop, test, and implement, the changes are to be completed as part of a development release
4. The Contractor will provide Enhancements services
 - a. Should Contractor have dedicated resources assigned to this phase and they are not being fully utilized in the aforementioned activities, then they can be assigned to participate in any aspects of the development cycle from definition through implementation of enhancements to the application.
 - b. Said enhancements if undertaken during this period do not impact the duration of the maintenance period
 - c. Use of any additional resources will be handled as explained in 1.104N.
 5. The Contractor will provide Updated Documentation services
 - a. Documentation, including training material, must reflect the system “as is” so as modifications, enhancements or defects are addressed the documentation is updated
 - b. Frequency of regular releases is defined as part of a Maintenance Plan
 - c. Review and as required updates to the Maintenance Plan
 6. The Contractor will provide Management Reporting
 - a. Updates against this phase will be included in the Project Status Report.
 7. The Contractor will identify a process for escalation to ensure timely resolution of critical problems
 8. The Contractor will provide a single point of contact (SPOC) to receive notification of any problems.
 9. The Contractor will provide for annual renewable contract as defined elsewhere in the RFP
 10. The Contractor will provide support within this State Hosted Solution
 - a. Provide support to troubleshoot problems if so requested by the State technical resources within 30 minutes of request between the hours of 8 a.m. to 5 p.m. Eastern Time during normal business days or if after hours, within 30 minutes of start of the next business day
 - b. Provide system enhancements/upgrades via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
 - c. Provide adaptive and preventative maintenance via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
 - d. Provide updated documentation per Section 1.104 (1) (J) prior to changes being pushed to production

Deliverable(s) for Maintenance and Support

- Management Reports
 - Include uptime and explanation of any interruptions
 - Include performance against SLA (see Appendix C)
 - Listing of items completed during the reporting period
 - Listing of items planned during the upcoming reporting period
- Defect tracking tool
 - With State access to see activity and perform, as desired, reporting
- Updates (including replacements) to hardware, as/if required
- Updates to software, as/if required

- Updates to documentation, including training material, as/if required

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

Compuware understands that the maintenance and support period commences upon the completion of the warranty period of the BAA Secure Site. Compuware's maintenance and support resource(s) will work closely with the DTMB personnel and will take direction from DTMB personnel/Project Managers

N. Knowledge Transfer/Transition

The Contractor's handling of the activities and deliverables for Knowledge Transfer/Transition includes, but is not limited to the following:

1. The Contractor will provide sufficient knowledge to 2-4 DTMB resources and, if applicable, any Contractor personnel assigned to provide ongoing support for operations no later than upon completion of the warranty period.
2. The Contractor will create the Knowledge Transfer Plan that will result in the support team having:
 - a. Knowledge to perform operational activity (including administration and security)
 - b. Knowledge to perform maintenance
 - c. Knowledge to perform enhancements
 - d. Knowledge to use and, if necessary, enhance the database
3. The Contractor created Knowledge Transfer Plan will provide:
 - a. Time for the support team to review documentation as defined in 1.104 (I) (K) – Documentation and provide questions and/or comments about the documentation
 - i. The Contractor will provide written response to questions raised
 - ii. As necessary, the Contractor will update the documentation.
 - b. Opportunity for support team to participate as a secondary resource during training and implementation to gain general and technical knowledge of the system.
 - c. Opportunity for support team to participate as a secondary resource to gain "hands on" experience in investigation, determination of solution(s) and correction of problems that arise during the warranty period.
 - d. Opportunity for support team to participate in enhancements from day 1 during the maintenance period with increasing responsibility as level of expertise increases.
4. The Contractor created Knowledge Transfer Plan will include, but is not limited to:
 - a. Completion including approval no later than the 20 business days prior to completion of the construction/development effort.
 - b. Describing the approach, tasks/steps, staffing levels, and roles and responsibilities of the State and Contractor to ensure State resources secure sufficient knowledge to serve as primary support for operations upon completion of the warranty period.
 - i. Business Knowledge including business process overview, application overview, and use case review.
 - ii. Technical Knowledge including database, modules/sub-modules, design, and standards applied.
 - iii. Process Knowledge including production support, release, configuration management, change management and version control. Production support will include batch processes as well as online and reporting processes.
 - c. Inclusion of a checklist of items to transfer to ensure each item is tracked to completion.
 - d. Creation of a detailed project schedule developed and tracked throughout this activity.
5. The Contractor will provide and conduct a walkthrough with the SOM no later than 30 business days prior to completion of the Knowledge Transfer a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
 - a. The Contractor will provide updates during subsequent status reports and status meetings.
6. The Contractor will provide and conduct a walkthrough with the SOM no later than 10 business days prior to completion of Knowledge Transfer, a "final" Transfer Evaluation Report and conduct a walkthrough of this report.

7. The Contractor created Transfer Evaluation Reports will include:
 - a. Task level schedule status
 - b. Training provided by each recipient
 - c. Training remaining by each recipient
 - d. Risks and Issues with actions, owners and target dates
8. The Contractor will provide updates against this phase through the Project Status Report and Project Schedule.

Deliverable(s) for Knowledge Transfer/Transition

- N1: Knowledge Transfer Plan including Project Schedule
- N2: Execution off the Knowledge Transfer Plan
 - Transfer Evaluation Report
 - Final Transfer Evaluation Report

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Additionally:

Compuware will provide the SOM with the initial Transfer Evaluation Report, and conduct a walkthrough, at least 30 business days prior to completion of the Knowledge Transfer. Updates to the Transfer Evaluation report will be provided by the Compuware PM in subsequent status reports and status meetings. Compuware will provide the SOM with the final Transfer Evaluation Report, and conduct a walkthrough, at least 10 business days prior to completion of Knowledge Transfer.

O. Other Services (Agency to add any additional services to be required)

The Contractor's handling of the Reserve Bank for future enhancements includes, but is not limited to the following:

The State has established funding for up to **2,000 hours** over the initial term of the contract for related development; that is, additional modifications to the system as implemented at the State. Actual funding for enhancements will occur on a yearly basis and there is no guarantee as to the level of funding, if any, available to the project. The State may request additional hours if the option years are exercised.

The State will submit a Statement of Work (SOW) to the Contractor for the additional enhancement(s) requested and the Contractor will provide a written price proposal. Upon review and approval by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the enhancement work to begin.

Deliverable(s) for Other Services

- Pricing Proposal and Project Schedule
- Updated system to reflect changes pursuant to the Statement of Work
- Updated documentation as defined in Section 1.401(J)
- Updated training material as defined in Section 1.401(I)
- Training, as if required in the SOW
- Implementation of the revised system

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

II. Requirements

A. General and Technical System Requirements

The General and Technical System Requirements will identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, service levels and interfaces. The General and Technical System Requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of

users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

B. Functional Requirements

The Functional Requirements identify what the product or system must do to enable performance of work tasks and any applicable service levels.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

1. The Contractor will provide a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:
 - a. Supporting the management of the Contract,
 - b. Facilitating dispute resolution, and
 - c. Advising the State of performance under the terms and conditions of the Contract.
 - d. The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.
2. The Contractor will provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.
3. The Contractor will provide, and update when changed throughout the project, an organizational chart.
 - a. This chart must indicate lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm.
 - b. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.
 - c. The chart must clearly indicate all roles required in the project and must also indicate the total number of persons expected to be involved by the Contractor (and any subcontractors) in each role.
4. The Contractor will provide resumes (Appendix D) for staff, including subcontractors, assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel.
5. Key Personnel
 - a. The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work. All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following three (3) roles as key personnel for this project:
 1. Project Manager
 2. Lead Analyst/Architect
 3. Lead Developer
6. Non Key Personnel - Reserved
7. **The Contractor will provide a Project Manager** to interact with the designated personnel from the State to insure a smooth execution of this project. The Contractor's Project Manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's Project Manager Responsibilities include, at a minimum:
 - Manage all defined Contractor responsibilities in this Scope of Services.
 - Manage Contractor's subcontractors, if any
 - Develop the project plan and schedule, and update as needed
 - Serve as the point person for all project issues
 - Coordinate and oversee the day-to-day project activities of the project team
 - Assess and report project feedback and status
 - Resolve project issues, project risks, and other concerns
 - Ensure creation of all deliverables. Review all project deliverables and provide feedback
 - Proactively propose/suggest options and alternatives for consideration
 - Utilize change control procedures, if any
 - Prepare project documents and materials
 - Manage and report on the project's budget

8. The Contractor will provide a **Lead Analyst/Architect** with responsibilities that include, at a minimum:
 - Ensure all requirements are met in the custom development solution
 - Design of modifications/enhancements
9. The Contractor will provide a **Lead Developer** with responsibilities that include, at a minimum:
 - Supervisor of Developer
 - Oversight to ensure specifications are understood
 - Oversight to ensure unit testing is completed and defects corrected

For Additional Clarification:

The following positions are considered to be key resources for this contract:

Project Manager – Diane Toscano
Lead Analyst/Architect – Linda Ross
Lead Developer – Glen Stroup

B. On-Site Work Requirements

1. Location of Work

- a. The Contractor will perform certain work at the State location. This includes:
 - i. Requirements verification
 - ii. Training
 - iii. User Acceptance Testing
 - iv. Knowledge Transfer
 - v. Warranty (if and only if space is available)
 - vi. Maintenance/Support if dedicated resources (and once again, if and only if space is available)
 - vii. Deliverable Walkthrough/Review unless agreed to in advance by the State Project Manager
 - viii. Status Meetings
- b. When the Contractor is on-site:
 - i. The State will provide workspace (work space, telephone, and access to a printer, copier, and fax machine) for the Contractor when on site at SOM offices for specific predefined activities but not for the duration of the project.
 1. The Contractor will provide laptops for their personnel to perform work when on-site.
 2. VPN access will be considered but should not be assumed.
 - ii. Said space is most likely at the 608 W. Allegan Street, Hannah Building, Lansing, Michigan where both MDE and MDTMB supporting MDE are located.
- c. Other activities will be performed at Contractor location
 - i. The Contractor will identify the specific location(s).
 - ii. The development of the solution will be done off-site.
 1. The State will not provide workstations/laptops for development
 2. The State will not provide VPN access for development.

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday. Work will be performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work or access to state personnel assigned to this project outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Additional Security and Background Check Requirements:

For personnel in state, Contractor must present certifications evidencing satisfaction Michigan State Police Background checks (ICHAT). For personnel out of state, Contractor must present certification of background check. Contractor should also indicate the individuals have passed a company sponsored drug test.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State project team will consist of Executive Subject Matter Experts (ESME’s), Subject Matter Experts, a MDTMB Project Manager and an Agency Project Manager:

Executive Subject Matter Experts

The Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME’s will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor’s project manager, within 48-hours of their expected decision date.

Name	Agency/Division	Title
Peg Manning	MDE	Secure Site Quality Specialist
Tina Foote	MDE	Secure Site Analyst
Pete Bruno	MDE	Secure Site User Interface Specialist
Venessa Keesler	MDE	AYP Manager
Carla Olivares	MDE	AYP Consultant
Chris Janzer	MDE	AYP Specialist

State Project Manager - (MDTMB and Agency)

MDTMB will provide a Project Manager who will be responsible for the State’s infrastructure and coordinate with the Contractor in determining the system configuration.

The State’s Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverables/milestones
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
Maria Thomas	MDTMB	Application Manager
Jim Alger	MDTMB	Project Manager

MDTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Joseph Kelly	MDTMB	Contract Administrator

1.203 OTHER ROLES AND RESPONSIBILITIES

Reserved

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

A Preliminary Project Plan was submitted with the contractor's proposal. A Final Project Plan will be required as stated in this section.

Project Control

1. The Contractor will carry out this project under the direction and control of MDTMB and the Michigan Department of Education (MDE).
2. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
3. The Contractor will submit, within twenty (20) business days of the execution of the Contract, to the State Project Manager(s) for final review and approval the Project Plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables and Section 1.301.
4. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - a. Staffing tables with names of personnel assigned to Contract tasks.
 - b. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each.
 1. Summary plan showing start and end dates for all phases
 2. Said plan is updated no less than biweekly
 - a. Updates must include actual time spent on each task and any revision of the estimate to complete.
 - c. Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - d. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

Project Plan

Includes but is not limited to:

1. The Project Plan will include:
 - a. Statement of project objectives
 - b. Statement of project approach, that is, how the contractor will apply their understanding and their experience while following the components in Section 1.104.
 - c. Roles and responsibility matrix for both Contractor and State personnel
 - d. Organization chart consistent with Section 1.200 requirements
2. The Project Plan will include a MS Project Schedule that includes:
 - a. All tasks as defined in Section 1.104
 - b. All deliverables as defined in Section 1.104
 - i. Target start and end dates for the deliverables.
 - ii. Reflect the required number of days for review of deliverables and approval
 - c. Dependencies that illustrate the relationship of various tasks and deliverables
 - d. Identification of roles likely to participate in the tasks and deliverables
 - e. Internal milestones including, for example:
 - i. When various environments must be ready
 - ii. When we go live
 - f. Task durations (based upon their reading of this document and their own experience in performing similar efforts).
3. The Project Plan shall include the following deliverable/milestones for which payment shall be made.
 - a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone

is defined as complete when all of the deliverables within the milestone have been completed.

- i. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.
4. The Project Plan shall include the following:
- a. Change Management Plan – See Section 1.403 below
 - b. Communications Plan – Details how information is shared within the team and with stakeholders including meetings, reports, who creates the report, who attends meetings or receives reports, frequency, etc.
 - c. Quality Plan – Details how to ensure deliverables meet expectations – “right the first time” and how defects are identified, tracked and resolved.
 - d. Security Plan and Assessment – Details the DIT-170 which is created and updated throughout the life of the project to ensure security is integrated into the solution and associated risks monitored
 - e. Procurement Plan – Details the process behind any purchases of equipment or material is handled.
 - f. Resource Plan – Details the process to ensure skills and experience are identified and procured or developed to ensure “right people for the specific roles.”
 - g. Issues Management Plan – See Section 1.401
 - h. Risk Management Plan – See Section 1.402
 - i. Initial Test Plan – Define, consistent with 1.104 G (Testing), the testing approach, scenarios, environment, tools, schedule, effort, and resources to ensure defects are defined, tracked and corrected.
 - j. Initial Implementation Plan – Define the process to implement and verify software in each environment including test, training, and production
 - k. Initial Maintenance Plan – Define the approach, roles and responsibilities, and staffing to provide ongoing maintenance and support as defined in 1.104 (I) M.
5. The Project Schedule developed during Initiation and Planning will be in addition to requirements for the preliminary project schedule include:
- a. Tasks will have no more than two-week duration.
 - i. Tasks should minimize assigning multiple resources to a task to avoid confusion as to how much time each resource has to complete their assigned work.
 - b. A Milestone will clearly identify
 - i. “Go live” date
 - ii. Completion of the task(s) so the hardware environment is ready.
 - iii. Completion date of the software loaded and ready to support:
 1. Production equivalent testing system
 2. Production equivalent training system
 - c. Dates when deliverables are submitted to State for review and
 - d. Dates when deliverable approval is expected (consistent with terms defined elsewhere including 1.500, 2.253, 2.254 and 2.255)

Orientation Meeting

Upon 30 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. This is not the same meeting as the Project Kick-off defined elsewhere. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Status Review Meetings

The State will require the Contractor to attend no less than biweekly meetings to review the Project Status as well as Contractor’s performance under the Contract. The meetings will leverage the Project Status Report (defined below) and updated Project Schedule. They will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

1.302 REPORTS

A Weekly Project Status Report will be required from the Contractor from the start of the project until the completion of the project. The PSR must reflect the activity of all parties involved in the project and not just contractor effort.

Reporting formats must be submitted to the State's Project Manager for approval within ten (10) business days after the execution of this contract. The Contractor shall use as its base the Project Status Report SUITE template. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract unless changed with written agreement of the DTMB Project Manager. Report components will include:

Executive Summary of activity during the report period

Accomplishments during the reporting period

- Accomplishments indicate specific work started or completed and not work in process
- Accomplishments must indicate more than "just" milestones and deliverables.

Deliverable status

Schedule status

Change Control

Maintenance Activity (if any, when applicable)

Planned accomplishments during the coming report period

- Planned Accomplishments indicate specific work started or completed and not work in process

Action Item status

- The Log may be attached rather than material copied into the actual PSR
- Action Item includes the action, owner, target date, updates and closure date

Issues

- The Log may be attached rather than material copied into the actual PSR
- Detail on the Issue Log is provided in 1.401 (below)

Risks

- The Log may be attached rather than material copied into the actual PSR
- Detail on the Risk Log is provided in 1.402 (below)

The Contractor shall include, within the Executive Summary of the Project Status Report, a statement that the project is on schedule or, if not, reasons for discrepancies and a tracking date.

During testing and warranty period, information will be included or attached to the PSR to indicate a summary of defects:

- Open at the beginning of the reporting period
- New defects reported during the reporting period
- Defects closed during the reporting period
- Defects in process as (being worked on) of the end of the period
- Defects not yet worked on as of the end of the period
- Open defects as of the end of the period

Said report may be broken down further by severity level if defects are so categorized. A detailed report or access to any tool used to track said defects will be available to the State upon request.

During system and user testing, information will be included to indicate:

- Number of test cases that passed on first try
- Percentage of test cases that passed on first try against all test cases completed

An updated Project Schedule reflecting activity to date as well as updates to the estimate to complete will also be provided by the Contractor with the Project Status Report. The Project Schedule will identify tasks that are over estimate and/or behind schedule with associated actions to address the situation.

1.400 Project Management

Within the Project Plan (defined above) the Plans need to include each of the following topics and be consistent with the content herein.

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager as part of the Project Status Report or as otherwise agreed to. The issue log must be updated and must contain the following minimum elements:

Description of issue

Issue identification date

Responsibility for resolving issue (a single owner).

Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)

Resources assigned responsibility for resolution

Updates (indicating date and progress made towards resolution of the issue)

Resolution date

Resolution description

Issues will be retained for the life of the project. However, upon resolution of an issue and communication thereof, the issue may be moved to an archive issue log for retention.

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

Level 1 – Business Leads

Level 2 – Project Managers

Level 3 – Executive Subject Matter Experts (SME's)

1.402 RISK MANAGEMENT

A risk is a circumstance or event that may be "reasonably presumed" to occur and, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, and monitoring of risk items. Risk assessment reviews with the State will occur at the start of each phase and no less than monthly. Therefore if the phase last multiple months, the risk assessment is updated each month. The documentation of the risks and associated information (defined above) will be in the Risk Log and updated to reflect each review.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract.

The Contractor shall provide the tool to track risks subject to the approval of the MDTMB Project Manager. MS Office is, for example, an acceptable tool for tracking risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project and for updating said risk assessment no less than monthly. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

Given the Contractors experience with similar solutions, the Contractor will provide a preliminary definition of the most likely risks and typical mitigation actions.

1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the MDTMB Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the MDTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **If a Contractor provides products or services prior to the issuance of a Contract Change Notice by the MDTMB Purchasing Operations, there is a risk of non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.500 Acceptance

1.501 CRITERIA

Deliverables that are documents must:

- Be allowed no less than 5 business days for review and consistent with Section 2.254.
- Be in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
 - Provide a heading indicating system (e.g. BAA Secure Site) and document name (e.g. User Manual) on each page
 - Provide page number and “of pages” on each page.
 - Provide an “as of” date.
 - Indicate final and not draft status
- If required by SUITE will leverage the SUITE template or leverage a template that serves the same purpose and contains similar information but only with prior approval of the MDTMB Project Manager.
- Reflect correction of feedback provided by the State regarding but not limited to level of detail and clarifications.
- Reflect correction of issues identified by State personnel during the review of said documents unless waived in writing by the MDTMB Project Manager
- Not illustrate “real” data. Names, identification codes, etc. must be fictitious to ensure confidentiality of sensitive information.

Deliverables that represent “construction activity” during custom development solution must:

- Include updated documentation of the modules, pages, reports, etc.
- Indicate in the requirements traceability matrix (RTM) that all requirements were addressed through the System Development Life Cycle including design, development, and testing
- Reflect successful installation in no less than the test, training, UAT, QA and Production environments
- And operates in said environment including security (authentication and authorization)

Deliverables that represent testing must:

- Indicate all test cases have been successfully executed in system test, performance test, load test, User Acceptance Test
- And all defects, unless waived in writing by the State, are corrected

Deliverables that represent training must:

- Indicate all persons so identified to receive training, have in fact completed the training

- Reflect that all training material, per feedback from those trained and the State (MDTMB and MDE) Project Managers, has been updated

Deliverables that represent the warranty period must:

- Indicate passage of the timeframe
- Resolution of all issues raised during the period, unless waived in writing by the State MDTMB Project Manager

The approval process is defined in more detail in the terms and conditions, specifically sections 2.253, 2.254 and 2.255.

1.502 FINAL ACCEPTANCE

The following requirements for final acceptance apply:

- That all deliverables defined in Article 1 and per the acceptance criteria defined in section 1.501 have been completed and written approval provided
- That all contractual requirements have been met including but not limited to:
 - Placement of source code in escrow as/if applicable

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment

The project, from inception through and including warranty, will be based on a firm, fixed-priced per deliverable basis. Payment is made upon completion (acceptance) of all deliverables for the phase as reflected in Appendix G, Table G-2. The project, during maintenance support, which begins after completion of the warranty period, will be paid monthly, with equal payments each month based upon the annual cost listed in Appendix G, Table G-3a and G-3b. The Contractor shall adhere to the deliverables identified in the Cost Table.

The Contractor agrees the costs provided in Appendix G represent the total charge to the State, and that there are no other charges required to ensure successful Contract execution.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. This includes travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.

The State does not anticipate travel outside of the greater Lansing area in performance of this project.

Out-of-Pocket Expenses

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

The State does NOT provide free parking when working at State locations. "At cost" parking lots, parking garages or metered on street parking spaces exist within easy walking distance of the State location.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect. – OR – Contractor shall send updated prices to the State *[quarterly/semi-annually]*.

Statements of Work and Issuance of Purchase Orders

Unless otherwise agreed by the parties, each Statement of Work will include:

1. Background
2. Project Objective
3. Scope of Work

4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Travel and Expenses
10. Project Contacts
11. Agency Responsibilities and Assumptions
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Invoicing

The Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 HOLDBACK - RESERVED

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of 3 years beginning December 01, 2011 through November 30, 2014. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to 5 additional 1 year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the Purchasing Operations. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations and Michigan Department of Education (MDE) (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

Joe Kelly
Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
kellyj11@michigan.gov
517-373-3993

2.023 PROJECT MANAGER

The following individual will oversee the project:

Maria Thomas
DTMB Agency Services
Hannah Building
608 West Allegan Street
Lansing, Michigan 48909
ThomasM16@Michigan.Gov
517-335-1701

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) **Change Request at State Request**

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) **Contractor Recommendation for Change Requests:**

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

(3) **Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.**

(4) **By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").**

(5) **No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.**

(6) **If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities**

are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
Purchasing Operations
Attention: Joe Kelly
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor: (As indicated on cover page of Contract)

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

2.027 RELATIONSHIP OF THE PARTIES

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

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract.

2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 CONTRACTOR KEY PERSONNEL

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed

assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.

- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 CONTRACTOR IDENTIFICATION

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in

completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall

develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 WARRANTY OF MERCHANTABILITY

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 WARRANTY OF TITLE

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by or of infringement or the like.

2.125 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within 10 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 EQUIPMENT TO BE NEW

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 CONSEQUENCES FOR BREACH

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/lara.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:
\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to MDTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee

benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against

the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations

under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 180 days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delimited format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 CONTRACTOR SOFTWARE TRANSITION

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 TRANSITION PAYMENTS

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State 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 under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see:

http://www.michigan.gov/documents/mdcs/Michigan_Civil_Service_Commission_Rules_347183_7.pdf.

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify MDTMB Purchasing Operations.
 - (2) Contractor shall also notify MDTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify MDTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 TIME OF PERFORMANCE

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.

- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES

Late or Improper Completion of Work

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

During the warranty period, should the system be unavailable due to host or applicable problems, the State is entitled to \$500 per calendar day if down 4 or more hours. During maintenance & support, system be unavailable due to host or applicable problems, the State is entitled to \$400 per calendar day if down 4 or more hours.

Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 CONTRACTOR SYSTEM TESTING

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may

return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**. **There shall be no default acceptance.**

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

2.256 FINAL ACCEPTANCE

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for ninety (90) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE

The State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 VESTING OF RIGHTS

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-107739--00.html>.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see: http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476---00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY

Public Act 431 of 1984 permits MDTMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: http://www.michigan.gov/documents/localgov/MiDeal_Members_22806_310427_7.pdf.

Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.282 STATE EMPLOYEE PURCHASES

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor shall send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star

certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deliverables

2.301 SOFTWARE

A list of the items of software the State is required to purchase for execution the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

2.302 HARDWARE

A list of the items of hardware the State is required to purchase for executing the Contract is attached. The list includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 CALENDAR WARRANTY

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.314 THIRD-PARTY SOFTWARE WARRANTY

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.321 CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and

exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

2.322 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

2.323 LICENSE BACK TO THE STATE

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

2.324 LICENSE RETAINED BY CONTRACTOR

Contractor grants to the State a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The State may modify the Software and may combine such with other programs or materials to form a derivative work. The State will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Contract.

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.330 Source Code Escrow

2.331 DEFINITION

"Source Code Escrow Package" shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;

- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

2.332 DELIVERY OF SOURCE CODE INTO ESCROW

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days of the execution of this Contract.

2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW

If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

2.334 VERIFICATION

Thereafter, the State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

2.335 ESCROW FEES

The Contractor will pay all fees and expenses charged by the Escrow Agent.

2.336 RELEASE EVENTS

The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

2.337 RELEASE EVENT PROCEDURES

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

2.338 LICENSE

Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

2.339 DERIVATIVE WORKS

Any Derivative Works to the source code released from escrow that are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

Glossary

Term	Definition
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366 th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Bidder	The Bidder is a Vendor prior to award. The term Bidder is used to identify work the Bidder performs during the ITB/RFP process.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Chronic Failure	Defined in any applicable Service Level Agreements.
Contractor	The term Contractor and Vendor are used interchangeably in this RFP and refer to the firm awarded the work and performing the project.
Days	Means calendar days unless otherwise specified.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
MDTMB	Michigan Department of Technology, Management and Budget. Sometimes known as DTMB.
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Help Desk	SOM Customer Service Center (CSC)
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
PMM	The Project Management Methodology (PMM) was created by MDTMB to manage and monitor Information Technology projects by establishing formal project management practices.
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are

Term	Definition
	collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
SEM	The System Engineering Methodology (SEM) was created by DTMB and provides guidance for information systems engineering related practices and procedures.
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
SUITE	SUITE stands for State Unified Information Technology Environment. SUITE is meant to standardize methodologies, procedures, training and tools for project management and systems development lifecycle management throughout MDTMB. SEM and PMM (defined elsewhere) are components of SUITE.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Appendix A – General and Technical Requirements

This Appendix contains non-functional requirements. The requirements identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, and interfaces. Technical requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

The Contractor has indicated whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new system.

- The column “Priority” indicates if the requirement is mandatory (M) or optional (O).
- The column “Yes or No” indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The “Comments” column allows the Contractor to provide any additional comments.

Any and all comments are for reference only and do not affect the scope of the stated requirement(s).

Req. No.	Detailed Requirement	Priority	Yes or No	Comments
GENERAL REQUIREMENTS				
1.	<p>The system shall support users to be associated with a security level specified as State, ISD, District or School. This determines the level of information a user can see.</p> <ul style="list-style-type: none"> • A State level user will have access to all student assessment information within the state. • An ISD level user will have access to all student assessment information for all districts and schools within the ISD. • A district level user will have access to all student assessment information for all schools within the district. • A school level user will have access to all student assessment information for the specified school. 	M	Yes	<p>Each BAA application user, whether an individual or a system, will have one or more profiles consisting of one or more roles. The role designation will act as the security level. The State role will be setup to have access to all student assessment information regardless of ISD, district, or school.</p> <p>The ISD, district, and school roles will define the access level as ISD, district, and school. In addition, specific entity types or even specific ISDs, districts, and schools can be assigned to a profile.</p>
2.	<p>The system shall support maintenance to access:</p> <ul style="list-style-type: none"> • For State level users, individual ISDs, districts and schools can be added or deleted from their access. • For ISD level users, individual districts and schools can be added or deleted from their access. • For District level users, individual schools can be added or deleted from their access. 	M	Yes	<p>Entity types or specific ISDs, districts, and schools can be added and deleted from individual profiles.</p>
3.	<p>The system security function will distinguish between public school information and non-public school</p>	M	Yes	<p>When defining access for a profile, you can specify whether it includes the entity type i.e. non-public school.</p>

Req. No.	Detailed Requirement	Priority	Yes or No	Comments
	<p>information.</p> <ul style="list-style-type: none"> Geographically a non-public school is located within a district; however an ISD or district level user will not have access to the information unless they are specifically granted access to the non-public school. State level users will have access to all public and non-public students' information. 			In addition, you can specify whether you are granting access to just the entity, whether ISD or district, or that entity plus its children, or that entity plus its non-parent children, or that entity and all children within the parent category, or to include chartered entities.
4.	A user will also be associated with a role which identifies their rights (view, add, modify, delete, execute, none) to each web page for a particular assessment type. Each role is configurable by a BAA Administrator.	M	Yes	<p>Each role will be assigned one or more functions. What menus and pages a person has access to, plus what they can do on a page, will be determined by the functions assigned to their current logged in role(s).</p> <p>The system can be further configured down to the characteristic level to determine whether the person has view, change, approve change, or no access.</p>
5.	The system must display specific, meaningful error messages (rather than fix all errors on page).	M	Yes	<p>The application will identify all errors either generated when information is manually entered on a page or uploaded through some other method.</p> <p>The content of error and warning messages will be table driven so that changes can be easily made. The designation of error –vs- warning will also be table driven.</p> <p>Which types of data require this capability will need to be determined. Things like reference data may not have this same requirement.</p>
TECHNICAL REQUIREMENTS				
6.	The system shall be a scalable web based data collection and reporting system.	M	Yes	See 1.104(I) (E) System Architecture, Appendix E Server/Network Diagram, and Section D System Architecture.
7.	The system must comply with technical standards as established by the Department of Technology, Management and Budget (DTMB) Agency (such as but not limited to if developed in “.Net” then using the most current version).	M	Yes	See Appendix E.
8.	The system must comply with “look and feel” standards as established by DTMB.	M	Yes	Compuware has prior experience with meeting the look and feel standards of DTMB. The application will support custom images and style sheets. Plus the ability to change the look of the application by changing some customizable features like the banner color or font sizes.
9.	The system must comply with web standards as established by the DTMB.	M	Yes	<p>Compuware has prior experience with meeting the look and feel standards of DTMB. The application will support custom images and style sheets.</p> <p>In addition we have past experience in creating a web site that must be ADA compliant.</p>
10.	The system must comply with enterprise security standards as	M	Yes	See Server/Network diagram in Appendix E.

Req. No.	Detailed Requirement	Priority	Yes or No	Comments
	established by DTMB.			
11.	The system must support export formats including, but not limited to PDF, Excel, CSV and XML.	M	Yes	Search result grids can be exported to PDF, Excel, CSV, and XML through a custom control. Reports can be exported to, at a minimum, PDF, Excel, CSV, and XML. Additionally, other functionality requiring exports of data can be developed.
12.	The system shall operate on web browsers running on both the Windows and Apple Operating Systems.	M	Yes	A list of supported browsers appears in Appendix E.
13.	The system must disable the browser back button and history drop-down listing when the application is active	M	Yes	Tivoli launches a pop-up window after sign-on where the application actually runs. That pop-up window hides the navigation toolbar and satisfies this requirement.
14.	The system must display all search results	M	Yes	Search results will be displayed. To limit the amount of data on a page, paging is utilized. The user can decide how many records they want on a page with options of 5,10,15,20. In some cases where the search may return unintentional large amounts of data, warnings can be put in place prior to retrieving the results.
15.	The system must support user selection of the number of search results to be displayed per page.	M	Yes	To limit the amount of data on a page, paging is utilized. The user can decide how many records they want on a page with options of 5,10,15,20.
16.	The system must enforce the entry of valid data in mandatory fields before additional functionality or processes can be performed.	M	Yes	Data entry will be validated prior to moving on to the next page or process.
17.	The system must have online help or access to the User Manual. (Note: If help shows data, it must be sanitized to protect confidentiality.)	M	Yes	Online help will be provided for each page. Help will consist of step-by-step instructions as well as FAQs and Tips. Online help will be provided for each characteristic. In addition, the application will have a hyperlink available to a User Guide for reference.
18.	The system must have online help for each use case or functional sections of the system. (Note: If help shows data, it must be sanitized to protect confidentiality.)	M	Yes	Online help will be provided for each page. Help will consist of step-by-step instructions as well as FAQs and Tips. Online help will be provided for each characteristic. In addition, the application will have a hyperlink available to a User Guide for reference. As part of the deliverable review process, both Online help as well as any User Guide(s) will have any confidential information changed and/or removed.
19.	The system must allow the printing of online User Manual and/or help.	M	Yes	Print functionality will be available.
20.	The system architecture must be designed to allow actors to run reporting tools against information in the database to generate	M	Yes	Compuware will provide a search facility that will allow you to pick one or more pieces of information to search on and what criteria they must meet. The results of that search can be

Req. No.	Detailed Requirement	Priority	Yes or No	Comments
	customized one time reports. (That is, the system supports ad hoc reporting.)			exported to PDF, XML, CSV, and Excel, These two capabilities will allow you to perform customized, ad hoc reporting.
21.	The system needs to allow web based secure access by actors within and external to the State of Michigan Network. Actors are both internal to state network and public actors through the Internet.	M	Yes	Each BAA application user, whether internal or external to the State of Michigan Network, will have one or more profiles consisting of one or more roles. The role designation will act as the security level.
22.	The system shall ensure a secure sign-on through user ID and password.	M	Yes	The application will use a state approved authentication system that should provide a sign-on with user ID and password. The user ID and password will be passed to the application and confirmed as a valid user of the application.
23.	The system shall provide security at the database level.	M	Yes	Different levels of logins will be created for the database. The administrator login will have the highest privileges. The application will use a specific login that will have privileges to execute stored procedures. All insert, update, delete, drop, create, and truncate capabilities will be limited to the administrator password or they must be performed by a stored procedure or trigger.
24.	The authorization system shall provide role based security at the operator level.	M	Yes	Role based security will be provided.
25.	The system shall check each user's access privileges at login, and automatically disable or enable client functions (in real time) based upon the user's profile.	M	Yes	Upon logging in, you must select a profile and all your rights and privileges will be enabled or disabled at that time.
26.	The system shall provide varying levels of access within the application, using role based models.	M	Yes	Access at the highest level will be controlled by the selected profile and roles of the person logged in.
27.	The authentication (and/or application) system shall support the ability to set a parameter for specified number of consecutive invalid login attempts before disabling.	M	Yes	If the authentication system does not provide this facility, the application will. The application can be setup to only allow a certain number of consecutive invalid login attempts. The number will be stored in a table that will be able to be changed via an administrator's only application page.
28.	The system shall allow entry of passwords in a non-display field.	M	Yes	Passwords, entered through the application, will be masked on entry.
29.	The system shall provide the ability to disable an account.	M	Yes	Within the application, you will have the ability to disable a user profile.
30.	The system shall log unauthorized access attempts by date, time, user ID, device and location.	M	Yes	Unauthorized access attempts will be captured by the application and stored to the database. They will be stored in a UserError table. If for some reason the information cannot be stored to the database, the information will be captured by the event viewer log.
31.	The system shall maintain an audit trail of all security maintenance performed by date, time, user ID, and device.	M	Yes	Audit tables and Insert, Update, and Delete triggers will be defined for security maintenance tables. The triggers will be able to capture the necessary audit information.
32.	The system must have the ability to assign User ID, date and time stamp to track changes to database or other rules.	M	Yes	The use of audit triggers and tables will be utilized where necessary.

Req. No.	Detailed Requirement	Priority	Yes or No	Comments
33.	The system shall provide security reports of users.	M	Yes	Security reports will be created as defined.
34.	The system shall have an integrated solution with multiple tiers and handle growth in users of web based data collection and reporting system.	M	Yes	See 1.104(I)(E) System Architecture, Appendix E Server/Network Diagram, and Section D System Architecture.
35.	The system needs to maintain and process access to "X" years of historical data.	M	Yes	A separate historical database will be created to store the historical information. That database can be updated on a schedule determined during the design phase.
36.	The system shall maintain a log of "X" transactions (or "X" fields which alter the database. (Logs are date and time stamped to allow the system to reconstruct activity for any period).	M	Yes	Audit tables and triggers will be created to satisfy this requirement. The tables and fields to be audited will be agreed upon.
37.	The system shall provide for data privacy safeguards	M	Yes	Key information will be stored as encrypted data in the database. It will also only be communicated within the application as encrypted data. Private, sensitive, information will be kept only in a secure database with access limited to only the necessary.
AUTHENTICATION REQUIREMENTS				
38.	The system shall use one of the state's approved security authentication systems.	M	Yes	We have utilized the state's Tivoli authentication system previously but we are prepared to integrate with whatever system is required.
39.	This authentication system shall comply with State of Michigan password policy http://www.mi.gov/som/0,1607,7-192-26914-2088--,00.html	M	Yes	It will be a state approved system that should meet this requirement.
40.	This authentication system shall provide users with the capability to change their own passwords.	M	Yes	The authentication system should be able to provide this capability. The authentication system would then inform the application of the changes. If the authentication system cannot provide the ability to change a password, it will be built into the application itself.
41.	This authentication system shall allow encryption of passwords when they are routed over the network.	M	Yes	Passwords will be encrypted during communication over the network.
42.	This authentication system shall allow encryption of passwords in system storage.	M	Yes	Passwords will also be encrypted when stored in the database.

Appendix B – Functional Requirements

Functional requirements identify the requirements of the new system.

The Contractor has indicated whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new system.

- The column “Current Function” indicates Same OR Similar OR New from the existing system.
- The column “Yes or No” indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
 - The “Comments” column allows the Contractor to provide any additional comments.

Any and all comments are for reference only and do not affect the scope of the stated requirement(s).

Detailed Business Requirement	Current Function	Y/N	Comments
1.0 Security (S)			
<p>S1. A user with authority provided by the BAA user must be able to assign user role attributes within their state/ISD/district/school level.</p> <p>S1.1. A user with authority provided by the BAA user must be able to remove access to pages allowed by the role assigned.</p> <p>S1.2. A user with authority provided by the BAA user must not be able to add access to pages not allowed by the role assigned.</p> <p>S1.3. A user with authority provided by the BAA user must be able to add/update/delete/print/view/users within their state/ISD/district/school level.</p> <p>S1.4. Once added, system must generate email indicating user’s access to the system and associated privileges.</p> <p>S1.5. The system must allow users with authority provided by the BAA to inactivate User IDs.</p> <p>S1.6. The system must allow users to be associated to more than one district.</p> <p>S1.7. The system must allow users to provide different roles to the same person for different districts, but allow access to all districts simultaneously if the roles in each district are the same.</p> <p>S1.8. The system must allow users to be associated to more than one school.</p> <p>S1.9. The system must allow non-public school data to be accessed only by users associated with that particular non-public school.</p> <p>S1.10. The system must allow Non-public school administrators to grant access to their data to</p>	<p align="center">Similar</p>	<p align="center">Y</p>	<p>The Manage Users module will provide the ability to establish user profiles with Create, Read, Update, and Delete (CRUD) rights at the screen level, assign users to established profiles, and assign multiple roles and entities to each user. Authorized users will have the ability to change the status of a profile and/or user from active to inactive and back again.</p> <p>State BAA administrators will be able to provide authority to local users at the ISD/District/School with the same abilities for the entities assigned to that user. State system administrators will have authority over all entities. Users will have the ability to view and print users within their level.</p> <p>The system will provide the ability to assign entities to a user individually or by using a cascade option.</p> <p>The system will generate an email to the user when the user has been created and each time the user ID has been updated. The email will reflect the entities, permissions, and roles associated with the user ID.</p>

Detailed Business Requirement	Current Function	Y/N	Comments
public school users. S1.11. A user must be able to select one or more ISDs/districts/schools to which a User ID is assigned.			
S2. A user must be able to view, filter, add, update, inactivate and create a report for all User IDs that have privileges to system data for which the administrator is responsible.	Similar	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
S3. A user must be able to view the User ID that was used to create each user that has privileges to system data for which the administrator is responsible.	New	Y	The system will provide an audit trail that will list all activity taken on a user ID (created, updated, inactivated, etc.) and the user that took the action.
S4. System must allow a user to be identified as a state, ISD, district or school level user.	Same	Y	This is included as part of the Manage Users module described in S1.
S5. A user must be able to view all users within their district/school level.	Similar	Y	This is included as part of S2.
S6. The system must allow new users to request access to functional areas within the system. S6.1. A user authorized by the BAA user must be able to view online requests for the creation of new user accounts that were entered online. S6.2. A user authorized by the BAA user must be able to approve/reject online requests for the creation of new user accounts that were entered online. S6.3. System must notify users of approved/rejected requests for access to the system.	New	Y	The system will include an online request module to allow authorized users to request access to functional areas within the system. The online request module will also provide the ability to view and approve/reject requests and notify users of the result via email.
S7. A user must be able to search, filter, add, update, inactivate and create a report for system users based on user attributes S7.1. System must display/print user search results, including the date that user last logged onto the system.	Similar	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
S8. The system must allow multiple roles to be assigned to a single User ID.	New	Y	This is included as part of the Manage Users module described in S1.
S9. The system functionality must be role-based on page level for each assessment type. S9.1. A BAA user must be able to define which pages are available to particular roles.	New	Y	This is included as part of the Manage Users module described in S1.
S10. A BAA user must be able to add, delete, and update a user	Same	Y	This is included as part of the Manage Users module described in S1.
2.0 Global (G)			
2.1 Global – Functional			
G1. The system must be able to export report data to file formats that contain .txt, .csv, and .xml, as selected by the user at the time of export.	Similar	Y	The Reporting module operates on parameters that are provided by different web forms to retrieve data from different data sources with the ability to select the exportable format (e.g., .txt, .csv, .xml, .PDF).
G2. The system must create reports in a PDF format	Same	Y	This is included in the Reporting module described in G1.
G3. The system must support the use of	New	Y	System will generate html formatting in email content

Detailed Business Requirement	Current Function	Y/N	Comments
HTML formatting of text in system generated content for email content.			as necessary.
G4. The system must support the optional use of spell and grammar checking functionality when composing email content and system displayed messages.	New	Y	Most browsers already support spell check natively. Grammar and spelling for system messages will be checked and corrected at every testing phase. In addition Compuware will integrate a third-party grammar and spell check tool into the system to allow the checking of email and system message content.
G5. A printed report must contain a title, data column headers, date and time stamp reflecting the date and time that the same report is generated, User ID of the authorized role generating the same report, district and school name and district and school number, row count of data returned as a result of the search criteria used when generating the same report, search criteria used to extract the data that appear on the same report, and criteria used to filter data that appears on the same report.	Similar	Y	This is included in the Reporting module described in G1.
G6. An exported file must contain a title, data column headers, date and time stamp reflecting the date and time that the same file is generated, User ID of the authorized role generating the same file, district and school name and district and school number, row count of data returned as a result of the search criteria used when generating the same file, search criteria used to extract the data that appears on the same file, and criteria used to filter data that appear on the same file.	Similar	Y	This is included in the Reporting module described in G1.
G7. Key information such as ISD, district and school should carry over from page to page and session to session for each individual user	New	Y	Standard screen functionality will include the ability to carry over the ISD, district, and school from page to page throughout the system.
G8. The system must provide navigation to student demographics as a link on screens where the student name is displayed.	New	Y	The student's name will display as a hyperlink only for users authorized to access student demographic information.
G9. The system must require entry of student's last name, first name, and DOB when a user performs a statewide student search.	Same	Y	The system will provide an error if a student's last name, first name, or DOB are blank or not valid (e.g., DOB must contain a valid date) when performing a statewide search.
G10. Application screen design must comply with Department of Technology, Management and Budget standards.	Similar	Y	Compuware has reviewed the standards and will apply these standards to all screens.
G11. The system must be able to provide filtering options to include "and", "or" and "not" conditional parameters	New	Y	The system will provide filtering options on each screen that lists data. The filtering options will include "and", "or", and "not" conditional parameters.
G12. The system must be able to maintain an audit trail by student for all changes made in the system.	New	Y	The Audit Trail module includes traditional audit trail information generated by database triggers as well as an activity log which is generated based on user activity. The database triggers are tied to tables in the database and write entries to corresponding tables in the Audit database. The tables that require an audit trail will be defined in the JAD sessions.

Detailed Business Requirement	Current Function	Y/N	Comments
2.2 Global – Administration			
<p>G13. The system must allow a BAA user to enter and change start and end dates that define the durations in which application functions are available for use by users.</p> <p>G13.1. The system must allow a BAA user to specify the number of days before the end date in which to systematically email reminders to system. The system must allow a BAA user to author the text to be included in the systematically generated email.</p> <p>G13.2. The system must allow multiple reminder dates and related systematically generated emails for a single functional duration.</p>	Similar	Y	The System Maintenance module includes all forms that are used to maintain the System Settings in the system. The System Settings are used throughout the system to control various configuration settings. System settings will include start and end dates for each function as well as the ability to set up reminders prior to the end date of a function as well as edit the email text.
3.0 Forecasting Print Quantities (FP)			
<p>FP1. A BAA user must be able to maintain forecasted material order quantities in the system.</p> <p>FP1.1. A BAA user must be able to add forecasted material order quantities in the system.</p> <p>FP1.2. A BAA user must be able to update forecasted material order quantities in the system.</p>	New	Y	The Forecasting module includes all forms that are used to maintain the forecasted material order quantities in the system. The Forecasting module will allow authorized users to add, update, view, print, and export forecasted material order quantities in the system for each test cycle.
<p>FP2. A BAA user must be able to view initial material order quantities forecasted by BAA staff.</p> <p>Q&A: A batch process will forecast the initial material order quantity by district and school. The system will then allow a BAA user to add or modify these quantities.</p>	Same s/b New	Y	This is included in the Forecasting module described in FP1.
<p>FP3. A BAA user must be able to print forecasted material order quantity data with the option of using print screen functionality.</p>	Same s/b New	Y	This is included in the Forecasting module described in FP1.
<p>FP4. A BAA user must be able to export forecasted material order quantity data to a file.</p>	Same s/b New	Y	This is included in the Forecasting module described in FP1.
<p>FP5. Testing material order variance quantity trends must be calculated within the system for a pre-determined period of time as assigned by an administrative role for each assessment defined by a user.</p> <p>Q&A: This calculation will look at historical orders for districts and schools related to the number of actual tests used. The intent is to prevent districts and schools from ordering excessive amounts of material. The State expects both values and a trending graph with variances.</p>	New	Y	The system will calculate order variance quantity trends based on system settings established in the System Settings module described in G13. Authorized users will have the ability to view, print, or export the results.
<p>FP6. Testing material order quantity trends must be calculated within the system for a pre-determined period of time as assigned by an administrative role for each assessment defined by a user.</p>	New	Y	The system will calculate order quantity trends based on system settings established in the System Settings module described in G13. Authorized users will have the ability to view, print, or export the results.

Detailed Business Requirement	Current Function	Y/N	Comments
4.0 Material Orders (MO)			
4.1 Material Orders - All Order Types			
MO1. A user must be able to view and print a list of testing materials that should be ordered together for each assessment type.	New	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
MO2. The system must compare testing material quantities ordered by a school with the number of students enrolled at the ordering school who qualify to take the assessment for which the materials are being ordered.	New	Y	The system will provide an authorized user to establish thresholds around the material quantities ordered by a school and provide a warning and/or error message if the threshold is exceeded. For example, if a parameter is set to > 5% warning and the number of material quantities is greater than 5% of the number of students enrolled who qualify for the assessment, the system can either display a warning or an error. A warning would allow the user to order the material and an error would prevent the user from ordering the material. This will be included in the Administration module described in MO19.
MO3. A user must be able to view and print an order detail report containing test cycle, ISD, district, school, order number, and order status for all orders including system generated Emergency Orders.	Similar	Y	This requirement will be included in the Materials Order module.
MO4. A user must be able to view and print a material order summary report containing district, school, date and time the report was printed, materials ordered, quantity ordered, and student grade level for all orders including system generated Emergency Orders.	Similar	Y	This requirement will be included in the Materials Order module.
MO5. A user must be able to print an order summary packing list that contains Ship To name, Ship To address, Ship To telephone number, Reference Order Number, Order Date, Ship Date, Item Number for each ordered item, Item Description for each ordered item, and a Quantity for each ordered item for all orders including system generated Emergency Orders.	Similar	Y	This requirement will be included in the Materials Order module.
MO6. The system must display a message indicating that the entered order will be suspended since it will exceed the maximum quantity value stored in the system for the assessment type and school for which the order is being entered. MO6.1. The system must prompt the user to continue with the order submission, change the quantity to be ordered, or cancel the order. MO6.2. A BAA user must be able to approve or deny each submitted material order that exceeds maximum quantities defined by a user.	New	Y	This could be accomplished using the System Settings module described in G13 or by establishing parameters around the material quantities ordered by a school as described in MO2. The message will be table driven and will retrieve the information stored in the System Settings table for display.
MO7. The system must display a message indicating that the entered order will be suspended since it below	New	Y	This could be accomplished using the System Settings module described in G13 or by establishing parameters around the material quantities ordered by

Detailed Business Requirement	Current Function	Y/N	Comments
<p>the forecasted order quantity value stored in the system for the assessment type and school for which the order is being entered.</p> <p>MO7.1. The system must prompt the user to continue with the order submission, change the quantity to be ordered, or cancel the order.</p> <p>MO7.2. A BAA user must be able to approve or deny each submitted material order that exceeds maximum quantities defined by a user.</p>			<p>a school as described in MO2. The message will be table driven and will retrieve the information stored in the System Settings table for display.</p>
<p>MO8. The system must allow a user to add testing material items to an open order.</p>	Same	Y	<p>This requirement will be included in the Materials Order module.</p>
<p>MO9. The system must designate each material order as either initial or additional.</p> <p>MO9.1. A material order must be designated as initial when no other material orders for the same assessment have been submitted during the current material ordering period.</p> <p>MO9.2. A material order must be designated as additional when one or more other material orders for the same assessment have been submitted during the current material ordering period.</p>	Similar	Y	<p>This requirement will be included in the Materials Order module.</p>
<p>MO10. A user must be able to search for material orders based on criteria that contain order number and order status.</p>	Same	Y	<p>This requirement will be included in the Materials Order module.</p>
<p>MO11. A user must be able to select an order status from a list containing open, complete, and processed.</p>	Same	Y	<p>This requirement will be included in the Materials Order module.</p>
<p>MO12. A user must be able to view the list of orders placed prior to viewing the packing slip.</p>	Same	Y	<p>This requirement will be included in the Materials Order module.</p>
<p>MO13. A BAA user must be able to specify that either individual kit material components or the combined material kit name will appear on a packing slip when the packing slip is printed.</p> <p>MO13.1. A user must be able to view the data that will appear on a printed packing list before the packing list is printed.</p> <p>MO13.2. A user must be able to view and print a packing list.</p> <p>MO13.3. A user must be able to export packing list data to a file.</p>	Similar	Y	<p>This is included in the Administration module described in MO19 and the Materials Order module.</p>
<p>MO14. The system must only allow a user to submit a new initial testing material order when an open order for the same assessment type and same school does not exist.</p>	Same	Y	<p>This requirement will be included in the Materials Order module.</p>
<p>MO15. The system must track available testing material quantities on hand in the SOM distribution inventory with quantities shipped to the schools.</p>	New	Y	<p>This requirement will be included in the Materials Order module.</p>

Detailed Business Requirement	Current Function	Y/N	Comments
<p>MO16. System must prevent submitted material orders from being processed when the shipment address is to a closed school building.</p> <p>MO16.1. Notification must be systematically generated and e-mailed to the district coordinator when a materials order is submitted for a building that is closed.</p>	Same	Y	This requirement will be included in the Materials Order module.
<p>MO17. System must be able to import material order tracking data provided by external vendors on a regular basis during each assessment material ordering period.</p> <p>MO17.1. The material order tracking data must include the name of the ordering school.</p> <p>MO17.1.1. The material order tracking data must include the name of the ordering district when the name of the ordering school is unavailable.</p> <p>MO17.1.2. The material order tracking data must include an item number, item description, and quantity for each ordered item.</p> <p>MO17.1.3. The material order tracking data must include the date that the vendor received each order.</p> <p>MO17.1.4. The material order tracking data must include the date that the ordered materials are shipped to the ordering school.</p> <p>MO17.2. A user must be able to view the material order tracking data.</p>	Same	Y	This requirement will be included in the Materials Order module.
4.2 Material Orders – Administrative			
<p>MO18. A BAA user must be able to add and update time period start and end dates that are used in material order quantity trend calculations.</p>	Similar	Y	This is included in the Systems Settings module described in G13.
<p>MO19. A BAA user must be able to add and update time period start and end dates that are used to specify when 'material orders' data can be updated/viewed.</p> <p>MO19.1. System must provide date window for all-user modifications.</p> <p>MO19.2. System must provide date window for BAA-user modifications.</p> <p>MO19.3. System must provide date window for all users view-only.</p> <p>MO19.4. System must provide date window for BAA users view-only.</p> <p>MO19.5. Start times must default to 8:00 A.M.</p>	Similar	Y	<p>The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information.</p> <p>The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.</p>

Detailed Business Requirement	Current Function	Y/N	Comments
MO19.6. End times must default to 5:00 P.M.			
MO20. A BAA user must be able to specify individual material components that comprise a kit.	New	Y	This is included in the Administration module described in MO19.
MO21. A BAA user must be able to add items to, delete items from, and update items on a list of testing materials that may be ordered by a school.	New	Y	This is included in the Administration module described in MO19.
MO22. A BAA user must be able to add and update the list of testing materials that should be ordered together for each assessment type and test cycle.	New	Y	This is included in the Administration module described in MO19.
MO23. A BAA user must be able to print a pre-designed return mailing label addressed to the Contractor which shipped the ELPA Screener orders	New	Y	The information included on the return mailing label will be entered in the Administration module described in MO19.
MO24. The system must allow a BAA user to add additional material quantities to the inventory when reprinted. The system must track additions, user ID that entered the addition and the date.	New	Y	This is included in the Administration module described in MO19 and the Audit Trail module described in G12.
4.3 Material Orders – Initial Order (IO)			
IO1. A user must be able to view initial testing materials order data using filters that contain school and district.	Same	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements
IO2. A user must be able to search for schools that have not placed an initial testing materials order by an entered date.	New	Y	This requirement will be included in the Materials Order module.
IO3. The system must be able to process partial material shipments when some items in the same order are backordered.	New	Y	This requirement will be included in the Materials Order module.
4.3.1 Material Orders – Initial Order – Accommodated			
IO4. A user must be able to associate assessment accommodated materials to each student identified as requiring accommodated materials.	New	Y	This requirement will be included in the Materials Order module.
IO5. The system must require entry identification of a UIC and student name when Braille and large print tests are ordered.	New	Y	This requirement will be included in the Materials Order module.
4.4 Material Orders – Additional Order (AO)			
AO1. A user must be able to view additional testing materials order data using filters that contain school and district.	Same	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
AO2. The system must be able to process partial material shipments when some items in the same order are backordered.	New	Y	This requirement will be included in the Materials Order module.
4.3.1 Material Orders – Additional Order – Accommodated			
AO3. The system must require entry identification of a UIC and student name when Braille and large print tests are ordered.	New	Y	This requirement will be included in the Materials Order module.
4.4 Material Orders – ELPA Screener Order (EO)			
EO1. A BAA user must be able to select a status code to designate a value of 'open', 'closed', or 'all' within order	Same	Y	This requirement will be included in the Materials Order module.

Detailed Business Requirement	Current Function	Y/N	Comments
summary.			
EO2. The system must be able to import material order shipment dates when this data is provided by the shipping entity.	New	Y	This requirement will be included in the Materials Order module.
EO3. A user must be able to view and print material order shipment information.	New	Y	This requirement will be included in the Materials Order module.
EO4. A BAA user must be able to add and update instructions specifying how to return received materials.	New	Y	This requirement will be included in the Materials Order module.
EO5. A user must be able to view ELPA Screener Order data based on specified selection criteria.	New	Y	This requirement will be included in the Materials Order module.
EO6. The system must provide a 'summary of orders' option for the ELPA Screener Order Summary/Tracking data.	New	Y	This requirement will be included in the Materials Order module.
EO7. A user must be able to select by 'current test cycle' for the ELPA Screener Order Summary/Tracking data.	Same	Y	This requirement will be included in the Materials Order module.
EO8. A user must be able to make edits to ELPA Screener Entry data until the order status is changed to 'processed'.	Same	Y	This requirement will be included in the Materials Order module.
EO9. A user must be able to view and print Order History data.	Same	Y	This requirement will be included in the Materials Order module.
5.0 Pre-ID (PI)			
5.1 Pre-ID – Functionality			
PI1.A user must be able to search MSDS enrollment data.	Similar	Y	This requirement will be included in the Pre-ID module.
PI2.A user must be able to select one or more students to Pre-ID.	Similar	Y	This requirement will be included in the Pre-ID module.
PI3.A user must be able to search/filter/view/update/unassign/print/download a list of pre-ID students by one or more assessments. PI3.1. A user must be able to update a single, or a selected group of students, applying the same change to all students. PI3.2. A user must be able to move a student or group of students between active assessments. PI3.3. A user must be able to edit specified student demographic information. PI3.4. A user must be able to print a barcode label for selected students.	Same	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements. Requirements P13.1 – P13.4 will be included in the Pre-ID module.
PI4.System must designate content areas that each student should be scheduled to take based on assessment type and grade level. ./././kerrb/LocalSettings/Temp/wzac56/0-11_347154_7.pdf	Same	Y	This requirement will be included in the Pre-ID module.
PI5.The system must generate a barcode number when a pre-ID record is created. PI5.1. The 10-digit barcode number must be printed as a	Same	Y	This requirement will be included in the Pre-ID module.

Detailed Business Requirement	Current Function	Y/N	Comments
<p>Code 39 barcode.</p> <p>PI5.2. The 10-digit barcode number must be printed as a legible Base-10 number under the barcode.</p> <p>PI5.3. Checksum for the barcode should be based on the Mod 10 method.</p>			
<p>PI6. The student identification information must contain SOM-issued UIC, student last name, student first name, student middle initial, district code, school building code, school building name, DOB, gender, ethnic code, district student number, and 10-digit barcode number.</p>	Same	Y	This requirement will be included in the Pre-ID module.
5.2 Pre-ID – Administrative			
<p>PI7. A BAA user must be able to add and update time period start and end dates that are used to specify when 'Pre-ID' data can be updated/viewed.</p> <p>PI7.1. System must provide date window for all-user modifications.</p> <p>PI7.2. System must provide date window for BAA-user modifications.</p> <p>PI7.3. System must provide date window for all user view-only.</p> <p>PI7.4. System must provide date window for BAA user view-only.</p> <p>PI7.5. Start times must default to 8:00 A.M.</p> <p>PI7.6. End times must default to 5:00 P.M.</p>	Similar	Y	<p>The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information.</p> <p>The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.</p>
6.0 Tested Roster (TR)			
6.1 Tested Roster – Functionality			
<p>TR1. A user must be able to search/view students tested roster information (student names, related demographics, nonstandard accommodations, misadministration, prohibitive behavior, whether or not an answer doc was received, out of level, grade, content areas).</p> <p>TR1.1. A user must be able to filter tested roster information.</p> <p>TR1.2. The system must display an indicator in the 'Tested Roster' data to indicate the status of the scanned content area from a student's answer document.</p> <p>TR1.2.1. Displayed MME tested roster data must be organized by assessment days.</p> <p>TR1.3. The system must display a warning message when a non-standard accommodation, out-of-level, and/or a prohibitive behavior is included in the displayed information.</p> <p>TR1.4. The system must calculate</p>	Similar	Y	<p>Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.</p> <p>Requirement TR1.6 will be included in the Reporting module.</p> <p>The remaining requirements will be included in the Tested Roster module.</p>

Detailed Business Requirement	Current Function	Y/N	Comments
<p>when the MSDS student grade level and tested grade level do not match to populate the out-of-level indicator.</p> <p>TR1.5. A user must be able to view a list of tested roster information.</p> <p>TR1.6. A user must be able to generate a report of the filtered results of the tested roster information.</p> <p>TR1.7. A user must be able to download a file of the filtered results of the tested roster information.</p> <p>TR1.8. A user must be able to indicate that they have reviewed their 'Tested Roster' listing.</p>			
<p>TR2. Notifications reminding school administrators that they need to verify tested roster if indicated in the system that they have not accessed their 'Tested Roster' must be systematically generated and distributed.</p>	New	Y	This requirement will be included in the Tested Roster module.
<p>TR3. A user must be able to submit a request to appeal the non-standard accommodation, prohibitive behavior and/or, misadministration.</p> <p>TR3.1. An appeal is associated with an individual student and content area.</p> <p>TR3.2. A user must be able to attach supporting documents to the appeal.</p> <p>TR3.3. The system must prevent duplicate appeals for the same student for the same tested roster for the same content area.</p> <p>TR3.4. The system must prevent additional tested roster appeals from being entered for a student when an appeal is already open for the same student even though the timeframe for submitting appeals is still open.</p> <p>TR3.5. The system must notify the District Coordinator and the submitter of the appeal when the status changes.</p>	Same	Y	This requirement will be included in the Tested Roster module.
<p>TR4. A user must be able to filter/view/report/download tested roster appeals.</p>	Same	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
<p>TR5. The system must update student demographic information included in 'Tested Roster' data on an hourly basis with MSDS data.</p>	Same	Y	This requirement will be included in the Tested Roster module.
<p>TR6. A user must be able to identify that a student did not test and be able to select a reason why from a pick list.</p> <p>TR6.1. The system must provide designated reasons to be included in the pick list.</p>	New	Y	This requirement will be included in the Tested Roster module.

Detailed Business Requirement	Current Function	Y/N	Comments
<p>TR7. The system must provide the ability to enter tested roster issues using available types of requests from a pick list.</p> <p>TR7.1. A user must be able to submit a request to combine duplicate student records included in the tested roster.</p> <p>TR7.1.1. The system must prevent a combine request when the same content area results exist for each separate record.</p> <p>TR7.2. A user must be able to submit a request to move student records from their tested roster.</p> <p>TR7.2.1. A move request can include associating a student to a new school within the same district</p> <p>TR7.2.2. A move request can specify to move the student records out of the district.</p> <p>TR7.3. A user must be able to submit notification of a missing answer document from the tested roster by content area.</p> <p>TR7.3.1. The system must prevent making this request if the content area is not missing.</p> <p>TR7.4. A user must be able to submit notification of a missing student from tested roster.</p> <p>TR7.4.1. A user must specify student demographic information for the missing student.</p> <p>TR7.5. The system must prevent duplicate requests for tested roster issues for the same student, content area and issue type.</p> <p>TR7.6. A user must be able to attach supporting documents to the tested roster issue.</p> <p>TR7.7. The system must allow a user to apply a single issue to one or more selected students.</p> <p>TR7.7.1. The system must allow a user to select all students in an entire class/group and apply a single issue to all of the selected students.</p>	Similar	Y	This requirement will be included in the Tested Roster module.
<p>TR8. The system must allow a user to filter/search/view/download/report tested roster issues.</p>	Similar	Y	This requirement will be included in the Tested Roster module.
<p>TR9. A BAA user must be able to respond to tested roster appeals.</p> <p>TR9.1. A BAA user must be able</p>	Similar	Y	This requirement will be included in the Tested Roster module.

Detailed Business Requirement	Current Function	Y/N	Comments
<p>to update the status of a tested roster appeal from a pick list.</p> <p>TR9.2. A BAA user must be able to assign an existing, non-finalized appeal to BAA user with appropriate role.</p> <p>TR9.2.1. The system must systematically notify the new assignee when a change in assignment is applied to the AYP appeal.</p> <p>TR9.3. A BAA user must be able to enter comments when an appeal is denied.</p> <p>TR9.4. A BAA user must be able to request additional documentation from the submitter.</p> <p>TR9.5. The system must provide email notification to the assessment coordinator and the appeal submitter when the appeal status changes.</p> <p>TR9.5.1. Email notification must include date of change, old and new status value and appeal identification number.</p>			
<p>TR10. A BAA user must be able to respond to tested roster issues.</p> <p>TR10.1. A BAA user must be able to search student test records using several different criteria.</p> <p>TR10.2. A BAA user must be able to search student records by search criteria.</p> <p>TR10.3. A BAA user must be able to view the test images for the students associated with the request.</p> <p>TR10.4. A BAA user must be able to combine tested roster records.</p> <p>TR10.5. A BAA user must be able to move a student between schools for inclusion in tested roster.</p> <p>TR10.6. A BAA user must be able to change the student association with a test record by content area.</p> <p>TR10.7. A BAA user must be able to request additional documentation from the submitter.</p>	Same	Y	This requirement will be included in the Tested Roster module.
6.2 Tested Roster – Administration			
<p>TR11. A BAA user must be able to add and update time period start and end dates that are used to specify when 'Tested Roster' data can be updated/viewed.</p> <p>TR11.1. System must provide date window for all-user modifications</p> <p>TR11.2. System must provide date window for BAA-user modifications</p> <p>TR11.3. System must provide date</p>	Similar	Y	<p>The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information.</p> <p>The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test</p>

Detailed Business Requirement	Current Function	Y/N	Comments
<p>window for all users view-only.</p> <p>TR11.4. System must provide date window for BAA users view-only.</p> <p>TR11.5. Start times must default to 8:00 A.M.</p> <p>TR11.6. End times must default to 5:00 P.M.</p>			cycle/function.
7.0 Expected-to-Test (ET)			
7.1 Expected-to-Test – Functionality			
<p>ET1. A user must be able to search/view students expected-to-test information as indicated by their enrollment in MSDS by PEPE and tested roster.</p> <p>ET1.1. A user must be able to filter expected-to-test information.</p> <p>ET1.2. A user must be able to view a list of expected-to-test information.</p> <p>ET1.3. A user must be able to generate a report of the filtered results of the expected-to-test information.</p> <p>ET1.4. A user must be able to download a file of the filtered results of the expected-to-test information.</p> <p>ET1.5. A user must be able to indicate that they have reviewed their 'Students Expected-to-Test' listing.</p>	Similar	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
<p>ET2. Notifications reminding school administrators that they need to verify if indicated in the system that they have not accessed their 'Students Expected-to-Test' function must be systematically generated and distributed.</p>	New	Y	This requirement will be included in the Expected to Test module.
7.2 Expected-to-Test – Administrative			
<p>ET3. A BAA user must be able to add and update time period start and end dates that are used to specify when 'Expected-to-Test' data can be updated/viewed.</p> <p>ET3.1. System must provide date window for all-user modifications.</p> <p>ET3.2. System must provide date window for BAA-user modifications.</p> <p>ET3.3. System must provide date window for all users view-only.</p> <p>ET3.4. System must provide date window for BAA users view-only.</p> <p>ET3.5. Start times must default to 8:00 A.M.</p> <p>ET3.6. End times must default to 5:00 P.M.</p>	Similar	Y	<p>The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information.</p> <p>The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.</p>
8.0 Not Tested (NT)			
8.1 Not Tested – Functionality			
<p>NT1. A user must be able to search/view/filter/download/print students not-tested as indicated in MSDS by PEPE and tested roster.</p>	Same	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
<p>NT2. A user must be able to add not-</p>	Similar	Y	This requirement will be included in the Not Tested

Detailed Business Requirement	Current Function	Y/N	Comments
<p>tested reasons by specifying reasons why students did not test.</p> <p>NT2.1. A user must be able to enter a reason a student did not complete one or more content areas of the assessment.</p> <p>NT2.2. A reason must be submitted for each student that did not test in one or more content areas that are required to test.</p> <p>NT2.3. A user must be able to modify a not-tested reason while it remains in open status.</p> <p>NT2.4. A user must be able to assign a single common reason to any combination of one or more students as selected by the user for that assessment.</p> <p>NT2.5. A user must be able to select a reason by grade level for each assessment for a student who does not test.</p> <p>NT2.6. A user must be able to select a reason code pre-defined in the system for a student who did not test.</p> <p>NT2.7. System must prevent a user from entering a not-tested reason for a student when a previously entered reason is currently open for the same student.</p>			module.
<p>NT3. A user must be able to search/view submitted not-tested reasons.</p> <p>NT3.1. A user must be able to filter submitted not-tested reasons.</p> <p>NT3.2. A user must be able to view a list of submitted not-tested reasons.</p> <p>NT3.3. A user must be able to generate a report of the filtered results of the submitted not-tested reasons.</p> <p>NT3.4. A user must be able to download a file of the filtered results of the submitted not-tested reasons.</p>	Similar	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
<p>NT4. A BAA user must have the ability to respond to not-tested reasons.</p> <p>NT4.1. A BAA user must have the ability to indicate that a school must provide additional information for a student not-tested reason and assign a due date.</p> <p>NT4.2. A BAA user must be able to reject a default reason code if additional information is required for the student not-tested reason.</p> <p>NT4.3. A BAA user must be able to select rejection reasons for why</p>	New	Y	This requirement will be included in the Not Tested module.

Detailed Business Requirement	Current Function	Y/N	Comments
<p>a student did not test in one or more content areas.</p> <p>NT4.4. A BAA user must be able to change the status of a not-tested reason after the issue status has already been determined to be rejected or accepted.</p>			
<p>NT5. The system must be able to automatically update not-tested reasons.</p> <p>NT5.1. A school submitted reason for a student not-tested must be systematically rejected when the BAA requested additional information is not provided by the school by a specified date.</p> <p>NT5.2. The system must automatically reject a not-tested reason when configurable specified criteria are met.</p> <p>NT5.3. The system must automatically approve a not-tested reason when configurable specified criteria are met.</p> <p>NT5.4. The system must automatically designate a default reason and status of 'Absent' and "Rejected" when configurable specified criteria are met.</p>	New	Y	This requirement will be included in the Not Tested module.
<p>NT6. The system must include all assessment data for a given timeframe as specified by the system calendar.</p> <p>NT6.1. Data for Spring assessments not-tested are pulled from the Spring MME and Grade 11 MI-Access tested roster.</p> <p>NT6.2. Data for Fall assessments not-tested are pulled from the Fall MEAP, MEAP-Access and MI-Access tested roster.</p>	Same	Y	This requirement will be included in the Not Tested module.
<p>NT7. The system must maintain an audit trail of all changes to the not-tested reason status.</p>	New	Y	This requirement will be included in the Not Tested module.
8.2 Not Tested – Administrative			
<p>NT8. A BAA user must be able to add or change reason text for students not-tested.</p> <p>NT8.1. The system must retain historical default reason text assigned to student records when the same default reason text is deleted from the current listing.</p>	New	Y	This is included as part of Not Tested module and the Audit Trail module described in G12.
<p>NT9. A BAA user must be able to add and update time period start and end dates that are used to specify when 'Not Tested' data can be updated/viewed.</p> <p>NT9.1. The system must provide date window for all-user modifications</p> <p>NT9.2. The system must provide</p>	Similar	Y	<p>The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information.</p> <p>The Administration Search feature is the entry point for Administration module. It can be used to filter and</p>

Detailed Business Requirement	Current Function	Y/N	Comments
<p>date window for BAA-user modifications</p> <p>NT9.3. The system must provide date window for all users view-only.</p> <p>NT9.4. The system must provide date window for BAA user view-only.</p> <p>NT9.5. Start times must default to 8:00 A.M.</p> <p>NT9.6. End times must default to 5:00 P.M.</p>			find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.
<p>NT10. A BAA user must be able to specify a district and school threshold percentage value for the quantity of reasons submitted for students who did not test.</p>	New	Y	The system will provide an authorized user to establish thresholds around the quantity of reasons submitted for students who did not test by a school and provide a warning and/or error message if the threshold is exceeded. See MO2.
9.0 ELPA Exemptions (EE)			
9.1 ELPA Exemptions – Functionality			
<p>EE1. A user must be able to search/view/filter/print/download results from MSDS enrollments for students eligible to take the ELPA test.</p>	New	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements
<p>EE2. A user must be able to request an ELPA exemption.</p> <p>EE2.7. A user must be able to specify one or more content areas of the assessment.</p> <p>EE2.8. Exemption requests must be systematically approved or denied when specified criteria are met.</p> <p>EE2.9. A user must be able to modify an exemption while it remains in open status.</p> <p>EE2.10. A user must be able to select a reason code pre-defined in the system for an exemption.</p> <p>EE2.11. System must prevent a user from entering an exemption for a student when a previously entered exemption is currently open for the same student.</p> <p>EE2.12. The system must notify the District Coordinator and the submitter of the exemption when the status changes.</p>	New	Y	Compuware has extensive experience developing workflow applications for the State that require approval/denial of requests that had similar requirements (e.g., request creation of new UIC). The ELPA exemptions module will have a similar design.
<p>EE3. A BAA user must select either an approved or a denied indicator for each submitted ELPA domain exemption request.</p>	New	Y	This requirement will be included in the ELPA Exemptions module.
<p>EE4. The system must maintain entered supporting text pertaining to ELPA exemption approval and denial decisions.</p>	New	Y	This requirement will be included in the ELPA Exemptions module.
<p>EE5. A user must be able to view/filter/print/download ELPA exemption requests.</p>	New	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements
<p>EE6. A BAA user must be able to change an ELPA exemption request designation from denied to approve after the request decision is final.</p>	New	Y	This requirement will be included in the ELPA Exemptions module.

Detailed Business Requirement	Current Function	Y/N	Comments
EE7. The system must maintain entered supporting text pertaining to ELPA exemption approval and denial decisions.	New	Y	This requirement will be included in the ELPA Exemptions module.
EE8. The system must identify current school year participation in assessments when an issue is being reviewed for a student who has been submitted for exemption.	New	Y	This requirement will be included in the ELPA Exemptions module.
EE9. A BAA user must be able to view previous years' assessment and exemption information for a student who has been submitted for exemption.	New	Y	This requirement will be included in the ELPA Exemptions module.
EE10. A user must be able to view annual ELPA exemption decision counts, for approved exemptions, based on a specified school year.	New	Y	This requirement will be included in the ELPA Exemptions module.
EE11. A user must be able to view annual ELPA exemption decision counts, for denied exemptions, based on a specified school year.	New	Y	This requirement will be included in the ELPA Exemptions module.
EE12. A user must be able to generate ELPA exemption reports for each school year for which the system contains ELPA exemption data.	New	Y	This requirement will be included in the ELPA Exemptions module.
EE13. ELPA exemption historical reports must include, but not be limited to, exemption reason, disposition, submission date, disposition date, school name, and name of user submitting the exemption request.	New	Y	This requirement will be included in the ELPA Exemptions module.
9.2 ELPA Exemptions – Administrative			
EE14. A BAA user must be able to add and update time period start and end dates that are used to specify when 'ELPA Exemptions' data can be updated/viewed. EE14.7. The system must provide date window for all-user modifications EE14.8. The system must provide date window for BAA-user modifications EE14.9. The system must provide date window for all users view-only. EE14.10. The system must provide date window for BAA users view-only. EE14.11. Start times must default to 8:00 A.M. EE14.12. End times must default to 5:00 P.M.	Similar	Y	The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information. The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.
EE15. A BAA user must be able to add exemption conditions to the system.	New	Y	This requirement will be included in the Administration module.
10.0 ELPA Screener (ES)			
10.1 ELPA Screener – Functionality			
ES1. The system must create ELPA screener reports.	Similar	Y	This requirement will be included in the Reporting module.
ES2. A user must be able to view, print, and download ELPA screener reports.	Similar	Y	Standard reusable report functionality will be developed and used throughout the system to fulfill these requirements.

Detailed Business Requirement	Current Function	Y/N	Comments
ES3. A user must be able to download a data file containing student score information.	Same	Y	Standard reusable report functionality will be developed and used throughout the system to fulfill these requirements.
ES4. The system must provide a report to include historical assessment information for an individual student.	Similar	Y	This requirement will be included in the Reporting module.
ES5. A user must be able to enter ELPA Screener data.	Similar	Y	This requirement will be included in the ELPA module.
ES6. A user must be able to select/filter/view/report/update pre-identified students.	Similar	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
ES7. The system must ensure one score per student, per cycle, per school to prevent duplicate ELPA Screener test scores.	Similar	Y	This requirement will be included in the ELPA module.
10.2 ELPA Screener – Administrative			
ES8. A BAA user must be able to add and update time period start and end dates that are used to specify when 'ELPA Screener' data can be updated/viewed. ES7.1. The system must provide date window for all-user modifications ES7.2. The system must provide date window for BAA-user modifications ES7.3. The system must provide date window for all users view-only. ES7.4. The system must provide date window for BAA user view-only. ES7.5. Start times must default to 8:00 A.M. ES7.6. End times must default to 5:00 P.M.	Similar	Y	The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information. The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.
11.0 Incident Reporting (IR)			
11.1 Incident Reporting – Functionality			
IR1. A user must be able to add/update/print/view incident reports (IR). IR1.1. The system must change the status of an IR from Open to In-Process when the IR is submitted. IR1.2. The system must notify a user, configurable by a BAA user, when an IR is submitted. Q&A: An Incident Report (IR) is a collection of information detailing an event which affected the testing of a student or students. It may also be an event that occurred in conflict with the assessment administrative policies and procedures.	New	Y	The Reporting module operates on parameters that are provided by different web forms to retrieve data from different data sources with the ability to select the exportable format (e.g., .txt, .csv, .xml, .PDF).
IR2. The system must allow a user the ability to update an IR which is in an Open status.	New	Y	This requirement will be included in the Incident Reporting module.
IR3. A BAA user must be able to add/update/print/view/download incident reports. IR3.1. The system must change	New	Y	The Reporting module operates on parameters that are provided by different web forms to retrieve data from different data sources with the ability to select the exportable format (e.g., .txt, .csv, .xml, .PDF).

Detailed Business Requirement	Current Function	Y/N	Comments
<p>the IR status to In-Process when an IR is printed/viewed/downloaded.</p> <p>IR3.2. The system must notify the user that submitted the IR when the status changes.</p> <p>IR3.3. The BAA user must be able to flag an IR for further investigation.</p> <p>IR3.3.1. The system must notify a user, configurable by a BAA user, when the IR is flagged for further investigation.</p> <p>IR3.4. The system must allow a BAA user the ability to link an IR to an investigation in the Electronic Monitoring System (EMS).</p>			
<p>IR4. The system must allow a BAA user to identify if emergency tests are needed.</p> <p>IR4.1. A BAA user must be able to indicate the number of tests, grade level and content area for the school.</p> <p>IR4.2. A BAA user must be able to indicate if the school will be charged for the emergency test or if the fee will be waived.</p> <p>IR4.3. The system must create an order for the emergency tests.</p>	New	Y	This requirement will be included in the Incident Reporting module.
11.2 Incident Reporting – Administrative			
<p>IR5. A BAA user must be able to add and update time period start and end dates that are used to specify when 'Incident Report' data can be updated/viewed.</p> <p>IR5.1. System must provide date window for all-user modifications.</p> <p>IR5.2. System must provide date window for BAA-user modifications.</p> <p>IR5.3. System must provide date window for all users view-only.</p> <p>IR5.4. System must provide date window for BAA users view-only.</p> <p>IR5.5. Start times must default to 8:00 A.M.</p> <p>IR5.6. End times must default to 5:00 P.M.</p>	New	Y	<p>The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information.</p> <p>The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.</p>
<p>IR6. A BAA user must be able to specify a user or users with the proper security role to be notified when an IR is created.</p>	New	Y	This requirement will be included in the Manage Users module.
<p>IR7. A BAA user must be able to specify a user or users with the proper security role to be notified when an IR is flagged for further investigation.</p>	New	Y	This requirement will be included in the Manage Users module.
12.0 AYP (AP)			
12.1 AYP – Functionality			
<p>AP1. The user must be able to view district AYP preliminary report card</p>	Similar	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill

Detailed Business Requirement	Current Function	Y/N	Comments
<p>information.</p> <p>AP1.1. The user must be able to create an AYP appeal for the district.</p> <p>AP1.2. The user must be able to download student level data for the district.</p>			<p>these requirements. This standard functionality provides the ability to download data.</p> <p>Compuware has extensive experience developing workflow applications for the State that require an appeal process that had similar requirements (e.g., Student Audit FTE). The AYP module will have a similar design.</p>
<p>AP2. The user must be able to view school AYP preliminary report card information.</p> <p>AP2.1. The user must be able to create an AYP appeal for the school.</p> <p>AP2.2. The user must be able to download student level data for the school.</p>	New	Y	This requirement will be included in the AYP module.
<p>AP3. The system must maintain a status associated with an AYP appeal.</p> <p>AP3.1. The BAA user will maintain the status via values in a drop-down box/pick list.</p> <p>AP3.2. The system must systematically provide an email notification to the appeal submitter to include the old and new status.</p> <p>AP3.3. The system must provide the option to include additional email recipients.</p>	Similar	Y	This requirement will be included in the AYP module.
<p>AP4. The district and school year-to-year comparison must contain proficiency scores, attendance/graduation rates, and assessment participation rates.</p> <p>AP4.1. The year-to-year comparison must calculate the percentage change in the scores and rates.</p> <p>AP4.2. A user must be able to view the year-to-year comparison data.</p> <p>AP4.3. A user must be able to print year-to-year comparison data using a pre-designed system report.</p>	New	Y	The Reporting module operates on parameters that are provided by different web forms to retrieve data from different data sources with the ability to select the exportable format (e.g., .txt, .csv, .xml, .PDF).
<p>AP5. A user must be able to maintain AYP appeal data.</p> <p>AP5.1. A user must be able to view AYP appeal data.</p> <p>AP5.2. A user must be able to add AYP appeal data.</p> <p>AP5.3. A user must be able to add and update appeal data.</p> <p>AP5.3.1. A user must be able to combine duplicate appeals into a single appeal incident.</p> <p>AP5.3.2. A user must be able to attach supporting data files to a previously entered appeal.</p> <p>AP5.3.3. Notifications to specified BAA personnel</p>	New	Y	This requirement will be included in the AYP module.

Detailed Business Requirement	Current Function	Y/N	Comments
<p>must be systematically generated and distributed when a user updates appeal data.</p> <p>AP5.3.4. Notifications to users must be systematically generated and distributed when a BAA user enters the appeal result.</p> <p>AP5.4. A user must be able to update appeal data after the appeal is finalized. Updates to a finalized appeal do not re-open the appeal.</p>			
<p>AP6. The system must maintain AYP appeal data.</p> <p>AP6.1. A BAA user must be able to enter AYP appeals.</p> <p>AP6.2. A BAA user must be able to update AYP appeals.</p> <p>AP6.3. A BAA user must be able to designate AYP appeals as closed.</p> <p>AP6.4. A BAA user must be able to filter AYP appeals.</p> <p>AP6.5. A BAA user must be able to generate reports that show AYP appeal data.</p> <p>AP6.6. Notifications to the user who entered the AYP appeal must be systematically generated and distributed each time the AYP appeal is updated.</p> <p>AP6.7. A BAA user must be able to assign an existing, non-finalized, AYP appeal to BAA user with appropriate role.</p> <p>AP6.7.1. The system must provide a drop down list of available BAA users with the appropriate role to select for assignment.</p> <p>AP6.7.2. The system must systematically notify the new assignee when a change in assignment is applied to the AYP appeal.</p>	Similar	Y	This requirement will be included in the AYP module.
<p>AP7. The system must maintain the date, user, and old and new value for changes to the status.</p>	Similar	Y	This requirement will be included in the AYP module.
<p>AP8. The system must prevent additional AYP appeals from being entered for a building when an appeal is already open for the same building.</p>	New	Y	This requirement will be included in the AYP module.
<p>AP9. The system must be able to import graduation rate data from MSDS.</p>	Same	Y	This requirement will be included in the AYP module.
12.2 AYP – Administrative			
<p>AP10. The system must maintain separate current LEP and formerly LEP (i.e., FLEP) indicator values at the student level. LEP and FLEP values are expected to be imported from</p>	New	Y	This requirement will be included in the Administration module.

Detailed Business Requirement	Current Function	Y/N	Comments
<p>MSDS.</p> <p>AP10.1. A BAA user must be able to designate including a FLEP student as being LEP subgroup AYP calculation.</p> <p>AP10.2. A user must be able to designate a student as being FLEP when the same student is reclassified as fully English language proficient.</p>			
<p>AP11. The system must maintain separate but current SE and formerly SE indicator values at the student level. SE value is expected to be imported from MSDS. Formerly SE value will be calculated based on historical SE value in MSDS.</p> <p>AP11.1. A BAA user must be able to include a formerly SE student in the SE subgroup AYP calculation.</p> <p>AP11.2. A user must be able to designate a student as being SE.</p> <p>AP11.3. A user must be able to designate a student as being formerly SE when that same student is reclassified so that s/he is no longer SE.</p>	New	Y	This requirement will be included in the Administration module.
<p>AP12. A BAA user must be able to change AYP proficiency data under specified conditions defined /configurable by authorized official.</p> <p>AP12.1. A BAA user must be able to apply changes in relationship to the 1% cap.</p> <p>AP12.1.1. A BAA user must be able to identify districts with waivers on file for 1% cap exception.</p> <p>AP12.1.2. A BAA user must be able to indicate which districts with waivers are active for inclusion in AYP calculation.</p> <p>AP12.1.3. A BAA user must be able to view, filter and sort included students by district.</p> <p>AP12.1.4. A BAA user must be able to select students in the active districts for math and/or reading MI-Access scores.</p> <p>AP12.1.4.1. The system must maintain a running tally of students for math and reading separately who have been included in this count for the district.</p> <p>AP12.1.4.2. The system must maintain a percentage of students for math and reading separately</p>	Similar	Y	This requirement will be included in the Administration module.

Detailed Business Requirement	Current Function	Y/N	Comments
<p>that has been included in the count for the district.</p> <p>AP12.1.4.3. The system must calculate the State total percentage of students by math and reading separately included in comparison to the State total student enrollment.</p> <p>AP12.2. A BAA user must be able to apply changes in relationship to the 2% cap.</p> <p>AP12.2.1. The system must identify districts that have not exceeded their 1% cap allocation.</p> <p>AP12.2.2. The system must display the combined cap available for that district (2%+1% variance).</p> <p>AP12.2.3. A BAA user must be able to view, filter and sort included students by district.</p> <p>AP12.2.4. A BAA user must be able to select students in the active districts for math and/or reading MEAP-Access scores.</p> <p>AP12.2.4.1. The system must maintain a running tally of students for math and reading separately who have been included in this count for the district.</p> <p>AP12.2.4.2. The system must maintain a percentage of students for math and reading separately who have been included in the count for the district.</p> <p>AP12.2.4.3. The system must calculate the State total percentage of students by math and reading separately who have been included in the comparison to the State total student enrollment.</p> <p>AP12.3. A BAA user must be able to modify student reading AYP proficiency data only when the 1% school indicator value imported from MSDS is the equivalent of true (i.e., active).</p> <p>AP12.4. A BAA user must be able to modify student mathematics AYP proficiency data only when the 1% school indicator value</p>			

Detailed Business Requirement	Current Function	Y/N	Comments
<p>imported from MSDS is the equivalent of true (i.e., active).</p> <p>AP12.5. A BAA user must be able to update AYP proficiency data that contain MEAP performance level scores.</p>			
<p>AP13. The system must prevent a user from submitting an appeal after the timeframe for submitting appeals has expired.</p>	Similar	Y	This requirement will be included in the AYP module.
<p>AP14. A BAA user must be able to add and update time period start and end dates that are used to specify when 'AYP appeal' data can be updated/viewed.</p> <p>AP14.1. The system must provide date window for all-user modifications.</p> <p>AP14.2. The system must provide date window for BAA-user modifications.</p> <p>AP14.3. The system must provide date window for all users view-only.</p> <p>AP14.4. The system must provide date window for BAA users view-only.</p> <p>AP14.5. Start times must default to 8:00 A.M.</p> <p>AP14.6. End times must default to 5:00 P.M.</p>		Y	<p>The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information.</p> <p>The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.</p>
13.0 AMAO (AM)			
13.1 AMAO – Functionality			
<p>AM1. The system must maintain a status associated with an AMAO appeal.</p> <p>AM1.1. A BAA user will maintain the status via values in a drop down box/pick list.</p> <p>AM1.2. The system must systematically provide an email notification to the appeal submitter to include the old and new status.</p> <p>AM1.3. The system must provide the option to include additional email recipients. The system must accept data entry of additional email addresses for this use.</p>	New	Y	Compuware has extensive experience developing workflow applications for the State that require an appeal process that had similar requirements (e.g., Student Audit FTE). The AMAO module will have a similar design.
<p>AM2. The system must maintain AMAO appeal data.</p> <p>AM2.1. A BAA user must be able to enter AMAO issue appeal data into the system.</p> <p>AM2.2. A BAA user must be able to update AMAO issue appeal data that have been entered into the system.</p> <p>AM2.3. A BAA user must be able to designate including AMAO issues appeals that have been entered into the system as closed.</p> <p>AM2.3.1. A BAA user must</p>	New	Y	This requirement will be included in the AMAO module.

Detailed Business Requirement	Current Function	Y/N	Comments
<p>be able to filter including AMAO issues appeals that have been entered into the system based on pre-determined fields of data.</p> <p>AM2.3.2. A BAA user must be able to generate reports that show AMAO issue data.</p> <p>AM2.3.3. Notifications to the user who entered the AMAO issue appeal must be systematically generated and distributed each time the issue appeal data is updated.</p> <p>AM2.4. A user must be able to update AMAO issue appeal data that has been entered into the system.</p>			
<p>AM3. A user must be able to maintain AMAO appeal data for AMAO-1 and AMAO-2 (not AMAO-3).</p> <p>AM3.1. Authorized role must be able to view AMAO appeal data.</p> <p>AM3.2. Authorized role must be able to add AMAO appeal data.</p> <p>AM3.3. A user must be able to add and update AMAO appeal data.</p> <p>AM3.3.1. A user must be able to attach supporting data files to a previously entered appeal.</p> <p>AM3.3.2. Notifications to specified BAA personnel must be systematically generated and distributed when school personnel update appeal data.</p> <p>AM3.3.3. Notifications to specified school personnel must be systematically generated and distributed when BAA personnel enter the appeal result.</p> <p>AM3.4. A user must be able to update appeal data after the appeal is finalized. Updates to a finalized appeal do not re-open the appeal.</p>	New	Y	<p>This requirement will be included in the AMAO module.</p>
<p>AM4. Progress, proficiency, and AYP data calculations for each of the AMAOs for ELL students must be aggregated at the district level for Title III districts.</p> <p>AM4.1. The system must calculate AMAO-1 status for the percentage of students whose ELPA overall scale score increased by a certain amount or more.</p> <p>AM4.1.1. The system must maintain a threshold value for the percentage that applies to all districts for this</p>	New	Y	<p>This requirement will be included in the AMAO module.</p> <p>The system will provide an authorized user to establish thresholds around AMAO status and provide a warning and/or error message if the threshold is exceeded.</p>

Detailed Business Requirement	Current Function	Y/N	Comments
<p>calculation.</p> <p>AM4.1.2. The system must maintain a reference value for the overall score amount that applies to all districts for this calculation.</p> <p>AM4.1.3. The system must calculate the percentage of ELL students that took the ELPA in each district making progress since the previous school year.</p> <p>AM4.2. The system must calculate AMAO-2 status for the percentage of student whose overall ELPA performance level is proficient.</p> <p>AM4.2.1. The system must maintain a threshold value for the percentage that applies to all districts for this calculation.</p> <p>AM4.2.2. The system must calculate the number of students who achieved an ELPA assessment score that is equivalent to the level of proficient or above.</p> <p>AM4.3. The system must display (AMAO-3) the AYP status for the ELL subgroup (under Title III) in meeting grade-level academic achievement standards in English Language Arts (i.e., Reading) and Mathematics.</p> <p>http://www.michigan.gov/documents/mde/AMAO_Basics__331228_7.pdf</p>			
<p>AM5. The system must provide access to AMAO results for Title III Schools for the current school year.</p> <p>AM5.1. The system must allow a user to view AMAO results to include pass/fail status, percentage, and related student counts.</p> <p>AM5.2. The system must allow a user to download a data file containing individual student data used in the AMAO calculations.</p>	New	Y	This requirement will be included in the AMAO module.
<p>AM6. The system must maintain AMAO status for AMAO-1, AMAO-2 and AMAO-3 status historically.</p> <p>AM6.1. The system must calculate and display a tally of consecutive failed years.</p>	New	Y	This requirement will be included in the AMAO module.
<p>AM7. The system must maintain AMAO appeal data.</p> <p>AM7.1. A user must be able to view AMAO status data.</p> <p>AM7.2. A user must be able to enter AMAO status appeal information on the system.</p> <p>AM7.3. The system must</p>	New	Y	This requirement will be included in the AMAO module.

Detailed Business Requirement	Current Function	Y/N	Comments
recalculate AMAO status data only for schools whose score data has been modified.			
<p>AM8. The system must associate student assessment scores with the district that the student attends.</p> <p>AM8.1. The system must associate each student's assessment scores with the district which has the most MSDS collection records where the status = 19 for the three prior collections.</p> <p>AM8.2. The system must associate each student's assessment scores with the district at which the student was assessed when that student's MSDS collection records are equally distributed among two or more districts.</p>	New	Y	This requirement will be included in the AMAO module.
<p>AM9. The system must utilize AYP Appeals screens as a model for AMAO Appeals screen appearance and navigation.</p> <p>AM9.1. AMAO Appeals screen must have the same formatting as AYP Appeals screen formatting.</p> <p>AM9.2. AMAO Appeals screen must have the same functionality as AYP Appeals screen functionality.</p> <p>AM9.3. The system must allow AMAO Appeals to be entered at the district level.</p>	New	Y	This requirement will be included in the AMAO module.
13.2 AMAO – Administrative			
<p>AM10. A BAA user must be able to add and update time period start and end dates that are used to specify when 'AMAO' data can be updated/viewed.</p> <p>AM10.1. The system must provide date window for all-user modifications.</p> <p>AM10.2. The system must provide date window for BAA-user modifications.</p> <p>AM10.3. The system must provide date window for all users view-only.</p> <p>AM10.4. The system must provide date window for BAA users view-only.</p> <p>AM10.5. Start times must default to 8:00 A.M.</p> <p>AM10.6. End times must default to 5:00 P.M.</p>	New	Y	<p>The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information.</p> <p>The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.</p>
14.0 Reports (R)			
14.1 Reports – Functionality			
R1. A user must be able to search and view written responses on assessments grouped by class group and school.	New	Y	The Reporting module operates on parameters that are provided by different web forms to retrieve data from different data sources with the ability to select the exportable format (e.g., .txt, .csv, .xml, .PDF).

Detailed Business Requirement	Current Function	Y/N	Comments
R2. A user must be able to select specific assessment results reports.	Similar	Y	This requirement will be included in the Reporting module.
R3. A user must be able to select and print one or more assessment results reports.	Similar	Y	This requirement will be included in the Reporting module.
R4. The system must be able to store reports that have been generated using pre-determined reporting file formats.	Similar	Y	This requirement will be included in the Reporting module.
R5. A BAA user must be able to designate reports to be suppressed from being generated for districts defined by an authorized official.	Same	Y	This requirement will be included in the Reporting module.
R6. A BAA user must be able to designate reports to be suppressed from being generated for schools defined by an authorized official.	Same	Y	This requirement will be included in the System Maintenance module.
R7. A user must be able to view test scores for students within the same school in which the authorized role is assigned.	Same	Y	This requirement will be included in the Reporting module.
R8. A user must be able to view summary data/report for participation. Included data for a school sub-grouped by ethnicity, special education, LEP.	New	Y	This requirement will be included in the Reporting module.
R9. A user must be able to designate distribution of preliminary assessment results announcements according to school district.	New	Y	This requirement will be included in the Reporting module.
R10. The system must be able to import, store and display PDF files.	Same	Y	This requirement will be included in the Reporting module.
R11. The system must allow a user to export individual student level data with scores.	New	Y	This requirement will be included in the Reporting module.
14.2 Reports – Administrative			
R12. A BAA user must be able to add and update time period start and end dates that are used to specify when reports can be viewed. R12.1. The system must provide date window for all-user viewing. R12.2. The system must provide date window for BAA-user viewing. R12.3. The system must provide date window for public viewing. R12.4. Start times must default to 8:00 A.M. R12.5. End times must default to 5:00 P.M.	Similar	Y	The Administration module will include the ability to add, update, and change the status (active/inactive) of process cycles. The Administration module will provide the ability to enter/modify start and end dates for modifications and viewing of the test cycle information. The Administration Search feature is the entry point for Administration module. It can be used to filter and find a specific test cycle/function to maintain and also allows an authorized user to add a test cycle/function.
R13. A user must be able to specify at the district level if all vendor generated reports for an assessment should be printed and shipped. R13.1. The system must allow authorized vendors to pull report printing options which specify if all reports are to be printed and shipped for a district.	New	Y	This requirement will be included in the Reporting module.
15.0 System Interfaces (SI)			
SI1. The system must be able to import data from external sources. SI1.1. The system must be able	Similar	Y	Compuware has extensive experience with the SoM MSDS and EEM applications. Both of these applications required data integration with other

Detailed Business Requirement	Current Function	Y/N	Comments
<p>to import AYP data.</p> <p>S11.2. The system must be able to import MSDS data.</p> <p>S11.2.1. The system must be able to import student enrollment data.</p> <p>S11.2.2. The system must be able to import student demographic data.</p> <p>S11.2.3. The system must be able to import MSDS Fall snapshot student demographic data.</p> <p>S11.2.4. The system must be able to import MSDS Spring snapshot student demographic data.</p> <p>S11.2.5. The system must be able to import MSDS fall cycle Early Roster data for Pre-ID.</p> <p>S11.2.6. The system must be able to import MSDS Fall general collection data and student record maintenance data for student demographic updates.</p> <p>S11.2.7. The system must be able to import MSDS Spring general collection data and student record maintenance data for student demographic updates.</p> <p>S11.2.8. The system must allow users to filter/import student data from MSDS.</p> <p>S11.2.9. The system must be able to import UIC data for student records.</p> <p>S11.2.10. The system must be able to import CTE data from CTEIS.</p> <p>S11.2.11. The system must import EEM data.</p>			<p>external applications. Standard reusable import and export functionality will be developed and used throughout the system to fulfill these requirements.</p>
<p>S12. Authorized external vendors must be able to access system data required to provide student identification information on assessment answer sheets.</p>	Similar	Y	<p>This requirement will be included in the Manage Users module.</p>
<p>S13. Authorized external vendors must be able to access Test and Production database systems.</p> <p>Q&A: External vendors must be able to access the BAA Secure Site's database. Currently the Test database server is used as a staging ground for data received from the external vendors.</p>	Similar	Y	<p>This requirement will be included in the Manage Users module.</p>
<p>S14. A list of Title III districts must be imported into the system prior to the beginning of each school year</p>	Same	Y	<p>This requirement will be included in the System Interfaces module.</p>
<p>S15. The system must allow authorized vendors to pull pre-ID information from the system.</p>	Same	Y	<p>This requirement will be included in the System Interfaces module.</p>

Detailed Business Requirement	Current Function	Y/N	Comments
SI6. The system must allow authorized vendors to pull material order information for all assessments	Same	Y	This requirement will be included in the System Interfaces module.
SI7. The system must allow authorize vendors to push material shipped order information for all assessments.	Same	Y	This requirement will be included in the System Interfaces module.
SI8. The system must allow authorized vendors to push tested roster information.	Same	Y	This requirement will be included in the System Interfaces module.
SI9. The system must allow authorized vendors to pull tested roster issues.	Same	Y	This requirement will be included in the System Interfaces module.
SI10. The system must allow authorized vendors to push tested roster issue information.	Same	Y	This requirement will be included in the System Interfaces module.
SI11. The system must allow authorized vendors to pull report printing options	Same	Y	This requirement will be included in the System Interfaces module.
SI12. The system must allow authorized vendors to pull updated tested roster information	Same	Y	This requirement will be included in the System Interfaces module.
SI13. The system must allow authorized vendors to push scoring information for all assessments	Same	Y	This requirement will be included in the System Interfaces module.
SI14. The system must interface with vendor that hosts PDF reports Q&A: The existing application displays (to the user) parameterized hyperlinks to PDF reports hosted on the vendor's web servers. The vendor's web servers respond only to well-formed GET/POST requests from IP addresses on a restricted list. It is acceptable and within the scope of the prospective vendor's response to propose an alternative interface with the vendor.	Same	Y	This requirement will be included in the System Interfaces module.
SI15. The system must be able to link to investigations in the Electronic Monitoring System (EMS). Q&A: EMS will be used to capture investigation information initiated by an incident report (IR) per requirements IR3.3 and IR3.4. The BAA Secure Site must be able to link an IR to an existing investigation in the EMS.	New	Y	This requirement will be included in the System Interfaces module.
16.0 Miscellaneous (M)			
16.1 Miscellaneous – Functionality			
M1. The system must store historical student test scores based on SOM need and capacity. M1.1. A user must be able to view and print historical student test scores.	Same	Y	Compuware has extensive experience in storing data by collection or test cycles with the SoM. This database design to store historical data will have a similar design.
M2. The system must store images of assessment answer documents. M2.1. A BAA user must be able to view and print assessment answer document images. M2.2. A user must not be able to edit or delete assessment answer document images.	Same	Y	The database design will include the ability to store document images.
M3. A user must be able to search/view assessment information. M3.1. A user must be able to	Similar	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements

Detailed Business Requirement	Current Function	Y/N	Comments
<p>filter on demographic information</p> <p>M3.2. A user must be able to view a list of assessment tests taken by a student.</p> <p>M3.3. A user must be able to view all data for a specific assessment; demographic data, score data, tested roster issues, not-tested issues, AYP exemptions, ELPA exemptions, and AMAO exemptions.</p>			
<p>M4. The system must store ELPA data that contain years of schooling, date entered U.S. school system, and home school.</p> <p>M4.1. A user must be able to update assessment demographic data which includes DOB, gender, home school, group codes, research codes and class group.</p>	Same	Y	This requirement will be included in the ELPA module.
<p>M5. A user must be able to search for student data based on multiple criteria which contains student first name, student last name, DOB, and UIC.</p>	Same	Y	Standard reusable search/filter functionality will be developed and used throughout the system to fulfill these requirements.
<p>M6. Announcements must be displayed each time a user logs into the application.</p> <p>M6.1. The system must require user acknowledgment before exiting the new announcements display.</p> <p>M6.2. A user must be able to designate previous announcements to be included in the announcements display each time user logs into the application.</p> <p>M6.3. A user must be able to deselect announcements previously designated for display each time the user is logged into the application.</p> <p>M6.4. The system must allow for announcements specific to a school or district, or multiple schools/districts.</p> <p>M6.5. The system must pull key dates from the system calendar for announcement purposes.</p>	New	Y	An announcement page will be the first page displayed when a user logs into the application and will include all the functionality in these requirements. The system will pull the dates from the calendar maintained in the System Maintenance module.
<p>M7. A BAA user must be able to designate the display sort order of new announcements.</p>	New	Y	This requirement will be included in the System Maintenance module.
<p>M8. A BAA user must be able to maintain new announcement text.</p> <p>M8.1. A BAA user must be able to create new announcement text.</p> <p>M8.2. A BAA user must be able to edit new announcement text.</p> <p>M8.3. A BAA user must be able to delete new announcement text.</p> <p>M8.4. A BAA user must be able to format new announcement text.</p> <p>M8.5. A BAA user must be able</p>	Similar	Y	This requirement will be included in the System Maintenance module.

Detailed Business Requirement	Current Function	Y/N	Comments
to add links to any website in new announcements.			
M9. The system must include user help information or links to a user manual M9.1. A BAA user must be able to add online help information. M9.2. A BAA user must be able to edit online help information. M9.3. A BAA user must be able to delete online help information. M9.4. A BAA user must be able to format online help information. M9.5. The system must not be able to display help links where help is not available.	New	Y	This requirement will be included in the System Maintenance module.
M10. The system must be able to identify changes to the system calendar when the system calendar is updated upon log-in.	New	Y	This requirement will be included in the System Maintenance module.
M11. The system must be able to provide default start and end times that a user can override.		Y	This requirement will be included in the Administration module.
M12. For each assessment type, the system must allow for set up of a template of assessment attributes. M12.1. For particular cycles, the system must default to the template, but allow for modifications. Q&A: The assessment template will consist of information such as the following; 1) valid subjects per grade for the assessment, 2) functions to perform such as pre-ID, tested roster, initial orders, additional orders, etc. and 3) usual durations for each function.	New	Y	This requirement will be included in the Administration module.
M13. A BAA user must be able to maintain a system calendar. M13.1. A BAA user must be able to add event text to the system calendar. M13.2. A BAA user must be able to delete event text from the system calendar. M13.3. A BAA user must be able to edit event text that has been added to the system calendar.	New	Y	This requirement will be included in the System Maintenance module.
16.2 Miscellaneous – Administrative			
M14. A BAA user must be able to add and update time period start and end dates that are used to specify when a test cycle can be updated/viewed. M15. System must provide date window for all-user modifications M16. System must provide date window for BAA-user modifications M17. System must provide date window for all users view-only. M18. System must provide date window for BAA users view-only. M19. Start times must default to 8:00		Y	These requirements will be includes in the Administration module.

Detailed Business Requirement	Current Function	Y/N	Comments
A.M. M20. End times must default to 5:00 P.M.			

Appendix C – Service Level Agreement (SLA)

The Contractor has completed the following to indicate whether they agree to be held responsible for the SLA requirements listed below. By mutual consent and in writing the SLA can be changed.

Requirement 1	Support Response
Description	Once operational, Contractor will respond to calls for system support as follows: <ul style="list-style-type: none"> • Between the hours of (a) 8 a.m. to 5 p.m. or (b) 7 a.m. to 7 p.m., both Eastern Time. The selection of options is based upon cost and finalized with the contract • Critical (system outage) or High (major modules down, some services available) – Contractor response within 30 minutes • Moderate (majority of application is up, some services down) or Low (Limited problem with no major disruptive ramifications) - Contractor response within 2 hours
Measurement	Total number of trouble tickets received within the severity level time frame divided by total number of tickets received.
Target Performance	No more than one failure if less than 10 tickets 90% compliance with target service level if at least 10 tickets but less than 20 tickets 95% compliance with target service level if at least 20 tickets but less than 100 tickets 99% compliance with target service level if at least 100 tickets
Period of Review	Monthly
Contractor Response	Compuware will agree to be held responsible for the SLA requirements listed above. Compuware maintenance and support resource(s) will respond to calls for system support between the hours of 8am to 5pm Eastern time as follows: <ul style="list-style-type: none"> • Within 30 minutes for Critical or High issues • Within 2 hours for Moderate or Low issues • Within 30 minutes to a request for support from State technical team members during normal business hours. For requests by State technical team members made outside of normal business hours, a response will be received within 30 minutes of the start of the next business day. Issues will be prioritized by the business customer in the categories the State outlined above: <ul style="list-style-type: none"> • Critical (system outage) • High (major modules down, some services available) • Moderate (majority of application is up, some services down) • Low (Limited problem with no major disruptive ramifications) BugTracker will be used as the defect/issue tracking tool, which will provide the capability to report on performance against the SLA upon request and on a monthly basis.

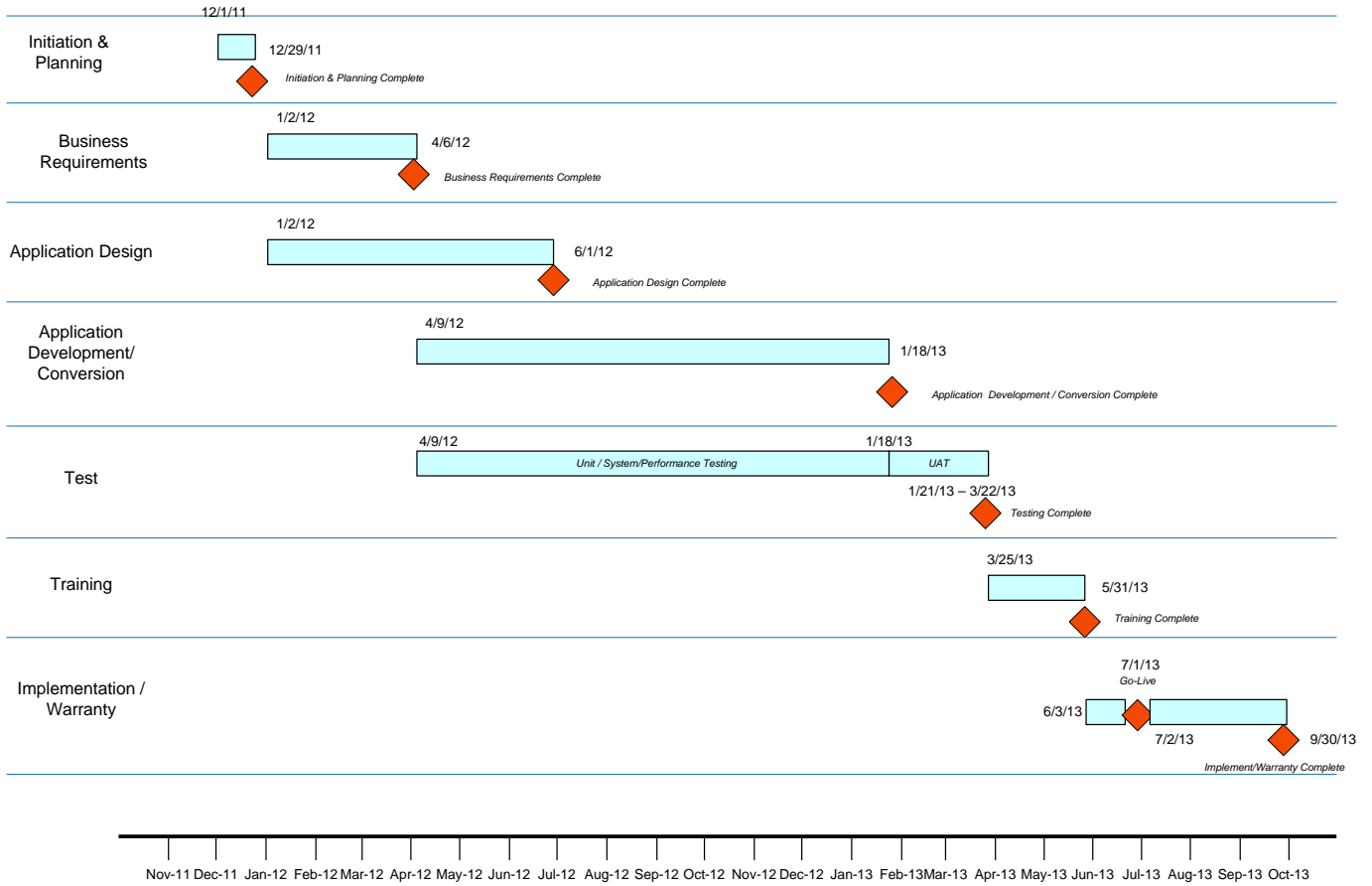
Appendix F – Preliminary Project Plan

Project Schedule Component

BAA Secure Site – Summary Project Timeline

Project-wide Activities 

Project Milestone 



ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
0		0 BAA - Secure Site	495 d	Mon 10/31/11	Mon 9/30/13		
1	1	<i>Contract Execution</i>	0 d	Mon 10/31/11	Mon 10/31/11		
2	2	Contract Orientation Meeting	1 d	Tue 11/1/11	Tue 11/1/11	CPWR_State	1
3							
4	3	Initiation and Planning	19 d	Thu 12/1/11	Thu 12/29/11		
5	3.1	Project Kick-off	1 d	Thu 12/1/11	Thu 12/1/11	CPWR_State	
6	3.2	<i>Preparation of Pre-JAD Materials</i>	18 d	Fri 12/2/11	Thu 12/29/11	CPWR	5
7	3.3	<i>Prepare Environments for Requirements and Design</i>	18 d	Fri 12/2/11	Thu 12/29/11	CPWR	5
8							
9	3.4	Project Plan	16 d	Fri 12/2/11	Tue 12/27/11		
10	3.4.1	Develop Overall Project Plan	16 d	Fri 12/2/11	Tue 12/27/11		
11	3.4.1.1	Preliminary Overall Project Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
12	3.4.1.2	<i>Overall Project Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	11
13	3.4.1.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	12
14	3.4.1.4	Incorporate State Feedback on Overall Project Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	13
15	3.4.1.5	State Review and Approval on Project Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	14
16	3.4.2	Develop Work Breakdown Structure	16 d	Fri 12/2/11	Tue 12/27/11		
17	3.4.2.1	Refine Preliminary WBS from Proposal	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
18	3.4.2.2	<i>WBS Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	17
19	3.4.2.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	18
20	3.4.2.4	Incorporate State Feedback on WBS	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	19
21	3.4.2.5	State Review and Approval on WBS	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	20
22	3.4.3	Develop Change Management Plan	16 d	Fri 12/2/11	Tue 12/27/11		
23	3.4.3.1	Preliminary Change Management Plan	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
24	3.4.3.2	<i>Change Management Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	23
25	3.4.3.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	24
26	3.4.3.4	Incorporate State Feedback on CM Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	25
27	3.4.3.5	State Review and Approval on Change Management Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	26
28	3.4.4	Develop Communications Plan	16 d	Fri 12/2/11	Tue 12/27/11		
29	3.4.4.1	Preliminary Communication Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
30	3.4.4.2	<i>Communication Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	29
31	3.4.4.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	30
32	3.4.4.4	Incorporate State Feedback on Communication Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	31
33	3.4.4.5	State Review and Approval of Communication Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	32
34	3.4.5	Develop Quality Plan	16 d	Fri 12/2/11	Tue 12/27/11		
35	3.4.5.1	Preliminary Quality Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
36	3.4.5.2	<i>Quality Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	35
37	3.4.5.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	36
38	3.4.5.4	Incorporate State Feedback on Quality Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	37
39	3.4.5.5	State Review and Approval of Quality Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	38
40	3.4.6	Develop Security Plan and Assessment	16 d	Fri 12/2/11	Tue 12/27/11		
41	3.4.6.1	Preliminary Security Plan and Assessment Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
42	3.4.6.2	<i>Security Plan and Assessment Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	41
43	3.4.6.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	42
44	3.4.6.4	Incorporate State Feedback on Security Plan and Assessment	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	43
45	3.4.6.5	State Review and Approval of Security and Assessment Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	44
46	3.4.7	Develop Procurement Plan	16 d	Fri 12/2/11	Tue 12/27/11		
47	3.4.7.1	Preliminary Procurement Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
48	3.4.7.2	<i>Procurement Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	47
49	3.4.7.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	48
50	3.4.7.4	Incorporate State Feedback on Procurement Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	49
51	3.4.7.5	State Review and Approval of Procurement Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	50
52	3.4.8	Develop Resource Plan	16 d	Fri 12/2/11	Tue 12/27/11		
53	3.4.8.1	Preliminary Resource Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
54	3.4.8.2	<i>Resource Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	53
55	3.4.8.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	54
56	3.4.8.4	Incorporate State Feedback on Resource Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	55
57	3.4.8.5	State Review and Approval of Resource Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	56
58	3.4.9	Develop Issue Management Plan	16 d	Fri 12/2/11	Tue 12/27/11		
59	3.4.9.1	Preliminary Issue management Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
60	3.4.9.2	<i>Issue Management Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	59
61	3.4.9.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	60
62	3.4.9.4	Incorporate State Feedback on Issue Management Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	61
63	3.4.9.5	State Review and Approval of Issue Management Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	62
64	3.4.10	Develop Risk Management Plan	16 d	Fri 12/2/11	Tue 12/27/11		
65	3.4.10.1	Preliminary Risk Management Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
66	3.4.10.2	<i>Risk Management Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	65
67	3.4.10.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	66
68	3.4.10.4	Incorporate State Feedback on Risk Management Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	67
69	3.4.10.5	State Review and Approval of Risk Management Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	68
70	3.4.11	Develop Test Plan	16 d	Fri 12/2/11	Tue 12/27/11		
71	3.4.11.1	Preliminary Test Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
72	3.4.11.2	<i>Test Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	71
73	3.4.11.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	72
74	3.4.11.4	Incorporate State Feedback on Test Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	73
75	3.4.11.5	State Review and Approval of Test Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	74
76	3.4.11.6	State Review and Approval of Conversion Test Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	74
77	3.4.12	Develop Implementation Plan	16 d	Fri 12/2/11	Tue 12/27/11		
78	3.4.12.1	Preliminary Implementation Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
79	3.4.12.2	<i>Implementation Plan Interim Draft Sent to State for Review</i>	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	78
80	3.4.12.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	79
81	3.4.12.4	Incorporate State Feedback on Implementation Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	80
82	3.4.12.5	State Review and Approval of Implementation Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR_State	81
83	3.4.13	Develop Maintenance Plan	16 d	Fri 12/2/11	Tue 12/27/11		

ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
84	3.4.13.1	Preliminary Maintenance Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
85	3.4.13.2	Maintenance Plan Interim Draft Sent to State for Review	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	84
86	3.4.13.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	85
87	3.4.13.4	Incorporate State Feedback on Maintenance Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	86
88	3.4.13.5	State Review and Approval of Maintenance Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR,State	87
89	3.4.14	Develop Project Schedule	16 d	Fri 12/2/11	Tue 12/27/11		
90	3.4.14.1	Preliminary Project Schedule Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
91	3.4.14.2	Project Schedule Interim Draft Sent to State for Review	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	90
92	3.4.14.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	91
93	3.4.14.4	Incorporate State Feedback on Project Schedule	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	92
94	3.4.14.5	State Review and Approval of Project Schedule	5 d	Mon 12/19/11	Tue 12/27/11	CPWR,State	93
95	3.4.15	Develop Conversion Implementation Plan	16 d	Fri 12/2/11	Tue 12/27/11		
96	3.4.15.1	Preliminary Conversion Implementation Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
97	3.4.15.2	Conversion Implementation Plan Interim Draft Sent to State for Review	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	96
98	3.4.15.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	97
99	3.4.15.4	Incorporate State Feedback on Conversion Implementation Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	98
100	3.4.15.5	State Review and Approval of Conversion Implementation Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR,State	99
101	3.4.16	Develop Training Plan	16 d	Fri 12/2/11	Tue 12/27/11		
102	3.4.16.1	Preliminary Training Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
103	3.4.16.2	Training Plan Interim Draft Sent to State for Review	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	102
104	3.4.16.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	103
105	3.4.16.4	Incorporate State Feedback on Training Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	104
106	3.4.16.5	State Review and Approval of Training Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR,State	105
107	3.4.17	Develop Knowledge Transfer Plan w/Schedule	16 d	Fri 12/2/11	Tue 12/27/11		
108	3.4.17.1	Preliminary Knowledge Transfer Plan Development	4 d	Fri 12/2/11	Wed 12/7/11	CPWR	5
109	3.4.17.2	Knowledge Transfer Plan Interim Draft Sent to State for Review	0 d	Wed 12/7/11	Wed 12/7/11	CPWR	108
110	3.4.17.3	State Review and Feedback	5 d	Thu 12/8/11	Wed 12/14/11	State	109
111	3.4.17.4	Incorporate State Feedback on Knowledge Transfer Plan	2 d	Thu 12/15/11	Fri 12/16/11	CPWR	110
ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
112	3.4.17.5	State Review and Approval of Knowledge Transfer Plan	5 d	Mon 12/19/11	Tue 12/27/11	CPWR,State	111
113	3.6	Initiation and Planning Complete	0 d	Thu 12/29/11	Thu 12/29/11	State,CPWR	15,7,6
114							
115	4	Requirements Definition	70 d	Mon 1/2/12	Fri 4/6/12		
116	4.1	Manage Requirements Definition Phase	70 d	Mon 1/2/12	Fri 4/6/12	CPWR	6,7,15
117	4.2	Requirements Elicitation	67 d	Mon 1/2/12	Tue 4/3/12	State	
118	4.2.1	JAD Kick-off	1 d	Mon 1/2/12	Mon 1/2/12	CPWR,State	113
119	4.2.2	Areas A-D	18 d	Tue 1/3/12	Thu 1/26/12		
120	4.2.2.1	Create Detailed Requirements Specifications	15 d	Tue 1/3/12	Mon 1/23/12	CPWR,State	118
121	4.2.2.2	Create Requirements Traceability Matrix	15 d	Tue 1/3/12	Mon 1/23/12	CPWR,State	118
122	4.2.2.3	Create Business Workflow	15 d	Tue 1/3/12	Mon 1/23/12	CPWR,State	118
123	4.2.2.4	Create Use Cases	15 d	Tue 1/3/12	Mon 1/23/12	CPWR,State	118
124	4.2.2.5	Sign-off on Areas A and B	0 d	Tue 1/24/12	Tue 1/24/12	State,CPWR	123FS+1 d,120FS+1 d,121FS+1 d,122FS+1 d
125	4.2.2.6	Sign-off on Areas C and D	0 d	Thu 1/26/12	Thu 1/26/12	State,CPWR	120FS+3 d,121FS+3 d,122FS+3 d,123FS+3 d
126	4.2.3	Areas E-H	22 d	Wed 1/25/12	Thu 2/23/12		
127	4.2.3.1	Create Detailed Requirements Specifications	20 d	Wed 1/25/12	Tue 2/21/12	CPWR,State	123FS+1 d,120FS+1 d,121FS+1 d,122FS+1 d
128	4.2.3.2	Create Requirements Traceability Matrix	20 d	Wed 1/25/12	Tue 2/21/12	CPWR,State	123FS+1 d,120FS+1 d,121FS+1 d,122FS+1 d
129	4.2.3.3	Create Business Workflow	20 d	Wed 1/25/12	Tue 2/21/12	CPWR,State	123FS+1 d,120FS+1 d,121FS+1 d,122FS+1 d
130	4.2.3.4	Create Use Cases	20 d	Wed 1/25/12	Tue 2/21/12	CPWR,State	123FS+1 d,120FS+1 d,121FS+1 d,122FS+1 d
131	4.2.3.5	Sign-off on Area F	0 d	Tue 2/14/12	Tue 2/14/12	State,CPWR	127FS-6 d,128FS-6 d,129FS-6 d,130FS-6 d
132	4.2.3.6	Sign-off on Area E	0 d	Tue 2/21/12	Tue 2/21/12	State,CPWR	127,128,129,130
133	4.2.3.7	Sign-off on Areas G and H	0 d	Thu 2/23/12	Thu 2/23/12	State,CPWR	127FS+2 d,128FS+2 d,129FS+2 d,130FS+2 d
134	4.2.4	Areas I - L	23 d	Tue 2/21/12	Thu 3/22/12		
135	4.2.4.1	Create Detailed Requirements Specifications	20 d	Tue 2/21/12	Mon 3/19/12	CPWR,State	127FS-1 d,128FS-1 d,129FS-1 d,130FS-1 d
136	4.2.4.2	Create Requirements Traceability Matrix	20 d	Tue 2/21/12	Mon 3/19/12	CPWR,State	127FS-1 d,128FS-1 d,129FS-1 d,130FS-1 d
137	4.2.4.3	Create Business Workflow	20 d	Tue 2/21/12	Mon 3/19/12	CPWR,State	127FS-1 d,128FS-1 d,129FS-1 d,130FS-1 d
138	4.2.4.4	Create Use Cases	20 d	Tue 2/21/12	Mon 3/19/12	CPWR,State	127FS-1 d,128FS-1 d,129FS-1 d,130FS-1 d
139	4.2.4.5	Sign-off on Areas I and J	0 d	Tue 3/13/12	Tue 3/13/12	State,CPWR	135FS-5 d,136FS-5 d,137FS-5 d,138FS-5 d
ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
140	4.2.4.6	Sign-off on Areas K and L	0 d	Thu 3/22/12	Thu 3/22/12	State,CPWR	135FS+3 d,136FS+3 d,137FS+3 d,138FS+3 d
141	4.2.5	Areas M - N	16 d	Tue 3/13/12	Tue 4/3/12		
142	4.2.5.1	Create Detailed Requirements Specifications	15 d	Tue 3/13/12	Mon 4/2/12	CPWR,State	135FS-5 d,136FS-5 d,137FS-5 d,138FS-5 d
143	4.2.5.2	Create Requirements Traceability Matrix	15 d	Tue 3/13/12	Mon 4/2/12	CPWR,State	135FS-5 d,136FS-5 d,137FS-5 d,138FS-5 d
144	4.2.5.3	Create Business Workflow	15 d	Tue 3/13/12	Mon 4/2/12	CPWR,State	135FS-5 d,136FS-5 d,137FS-5 d,138FS-5 d
145	4.2.5.4	Create Use Cases	15 d	Tue 3/13/12	Mon 4/2/12	CPWR,State	135FS-5 d,136FS-5 d,137FS-5 d,138FS-5 d
146	4.2.5.5	Sign-off on Areas M-N	0 d	Tue 4/3/12	Tue 4/3/12	State,CPWR	142FS+1 d,143FS+1 d,144FS+1 d,145FS+1 d
147	4.3	Business Requirements Document Interim Draft Sent to State for Review	0 d	Tue 3/13/12	Tue 3/13/12	CPWR	142FS-15 d,143FS-15 d,144FS-15 d,145FS-15 d
148	4.4	State Review and Feedback	5 d	Tue 3/13/12	Mon 3/19/12	State	147
149	4.5	Incorporate State Feedback	1 d	Tue 3/20/12	Tue 3/20/12	CPWR	148
150	4.6	State Review and Approval of Business Requirements	5 d	Wed 3/28/12	Tue 4/3/12	State,CPWR	146FS-5 d
151	4.7	Develop Conversion Requirements Document	65 d	Mon 1/2/12	Fri 3/30/12	CPWR,State	113
152	4.8	Conversion Requirements Document Interim Draft Sent to State for Review	0 d	Mon 3/19/12	Mon 3/19/12	CPWR	151FS-10 d
153	4.9	State Review and Feedback	5 d	Mon 3/19/12	Fri 3/23/12	State	152
154	4.10	Incorporate State Feedback	5 d	Mon 3/26/12	Fri 3/30/12	CPWR	153
155	4.11	State Review and Approval of Conversion Requirements	0 d	Fri 4/6/12	Fri 4/6/12	State,CPWR	151FS+5 d
156	4.12	Prepare Environments for Development and Testing	65 d	Mon 1/2/12	Fri 3/30/12	CPWR	7
157	4.13	Updated Project Documentation Interim Draft Sent to State for Review	0 d	Mon 3/19/12	Mon 3/19/12	CPWR	156FS-10 d
158	4.14	Deliverable C1: Updates to Project Documents Supporting Hardware Complete	0 d	Fri 4/6/12	Fri 4/6/12	State,CPWR	156FS+5 d
159	4.15	Deliverable D1: Updates to Project Documents Supporting Software Complete	0 d	Fri 4/6/12	Fri 4/6/12	State,CPWR	156FS+5 d
160							
161	5	Application Design	110 d	Mon 1/2/12	Fri 6/1/12		
162	5.1	Manage Application Design Phase	110 d	Mon 1/2/12	Fri 6/1/12	CPWR	6,7,15
163	5.2	Create Technical Design Document	105 d	Mon 1/2/12	Fri 5/25/12	CPWR	113
164	5.3	Technical Design Document Interim Draft Sent to State for Review	0 d	Mon 5/14/12	Mon 5/14/12	CPWR	163FS-10 d
165	5.4	Define Report Layouts and Screens/Pages	105 d	Mon 1/2/12	Fri 5/25/12	CPWR	113
166	5.5	Update Requirements Traceability Matrix	105 d	Mon 1/2/12	Fri 5/25/12	CPWR	113
167	5.6	Updated RTM Interim Draft Sent to State for Review	0 d	Mon 5/14/12	Mon 5/14/12	CPWR	166FS-10 d

ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
168	5.7	Update Project Documentation as Required	105 d	Mon 1/2/12	Fri 5/25/12	CPWR	113
169	5.8	Updated Project Documentation Interim Draft Sent to State for Review	0 d	Mon 5/14/12	Mon 5/14/12	CPWR	168FS-10 d
170	5.9	Develop Conversion Design Documentation	105 d	Mon 1/2/12	Fri 5/25/12	CPWR	113
171	5.10	Conversion Design Document Interim Draft Sent to State for Review	0 d	Mon 5/14/12	Mon 5/14/12	CPWR	170FS-10 d
172	5.11	Deliverable E1: Technical Design Document Complete	0 d	Fri 6/1/12	Fri 6/1/12	State,CPWR	163FS+5 d
173	5.12	Deliverable E2: Report Layouts and Screens/Pages Complete	0 d	Fri 6/1/12	Fri 6/1/12	State,CPWR	165FS+5 d
174	5.13	Deliverable E3: Project Documentation Updates Complete	0 d	Fri 6/1/12	Fri 6/1/12	State,CPWR	166FS+5 d,168FS+5 d
175	5.14	Deliverable H2: Conversion Design Document Complete	0 d	Fri 6/1/12	Fri 6/1/12	State,CPWR	170FS+5 d
176							
177	6	Application Development/Conversion	205 d	Mon 4/9/12	Fri 1/18/13		
178	6.1	Manage Application Development Phase	165 d	Mon 6/4/12	Fri 1/18/13	CPWR	162
179	6.2	Develop Application and Interfaces	205 d	Mon 4/9/12	Fri 1/18/13	CPWR	163FS-35 d,165FS-35 d
180	6.3	Update Requirements Traceability Matrix	205 d	Mon 4/9/12	Fri 1/18/13	CPWR	166FS-35 d
181	6.4	Updated RTM Interim Draft Sent to State for Review	0 d	Mon 1/7/13	Mon 1/7/13	CPWR	180FS-10 d
182	6.5	Update Project Documentation as Required	205 d	Mon 4/9/12	Fri 1/18/13	CPWR	168FS-35 d
183	6.6	Updated Project Documentation Interim Draft Sent to State for Review	0 d	Mon 1/7/13	Mon 1/7/13	CPWR	182FS-10 d
184	6.7	Develop Conversion Code	205 d	Mon 4/9/12	Fri 1/18/13	CPWR	170FS-35 d
185	6.8	Deliverable F1: Software and Development Interfaces Complete	0 d	Fri 1/18/13	Fri 1/18/13	State,CPWR	179
186	6.9	Deliverable F2: Project Document Updates Complete	0 d	Fri 1/18/13	Fri 1/18/13	State,CPWR	180,182
187	6.10	Deliverable H3: Conversion Code Complete	0 d	Fri 1/18/13	Fri 1/18/13	State,CPWR	184
188							
189	7	Testing	250 d	Mon 4/9/12	Fri 3/22/13		
190	7.1	Manage Testing Phase	210 d	Mon 6/4/12	Fri 3/22/13	CPWR	162
191	7.2	Unit / System / Performance Testing	205 d	Mon 4/9/12	Fri 1/18/13		
192	7.2.1	Develop Test Cases/Scripts	60 d	Mon 4/9/12	Fri 6/29/12	CPWR	163FS-35 d,165FS-35 d
193	7.2.2	Deliverable G2: Test Cases/Scripts Complete	0 d	Fri 6/29/12	Fri 6/29/12	State,CPWR	192
194	7.2.3	Set up Test Environment	15 d	Mon 4/9/12	Fri 4/27/12		
195	7.2.3.1	Set up Defect Tracking Environment	10 d	Mon 4/9/12	Fri 4/20/12	CPWR	163FS-35 d,165FS-35 d,156
ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
196	7.2.3.2	Set up Test Environment with Data	10 d	Mon 4/9/12	Fri 4/20/12	CPWR	163FS-35 d,165FS-35 d,156
197	7.2.3.3	Verify Test Environment	5 d	Mon 4/23/12	Fri 4/27/12	CPWR	196,195
198	7.2.3.4	Deliverable G3: Test Environment Setup & Verification Complete	0 d	Fri 4/27/12	Fri 4/27/12	CPWR,State	197
199	7.2.4	System / Performance Testing	145 d	Mon 7/2/12	Fri 1/18/13		
200	7.2.4.1	Execute Test Cases/Scripts	145 d	Mon 7/2/12	Fri 1/18/13	CPWR	192,195,198
201	7.2.4.2	Create Defect List	145 d	Mon 7/2/12	Fri 1/18/13	CPWR	192,195,196
202	7.2.4.3	Generate Test Results Report	145 d	Mon 7/2/12	Fri 1/18/13	CPWR	192,195,196
203	7.2.4.4	Correct Defects	145 d	Mon 7/2/12	Fri 1/18/13	CPWR	192,195,196
204	7.2.4.5	Deliverable G4: System / Performance Testing Complete	0 d	Fri 1/18/13	Fri 1/18/13	State,CPWR	200,201,202,203
205	7.2.5	Conversion	145 d	Mon 7/2/12	Fri 1/18/13		
206	7.2.5.1	Execute Conversion Test Cases/Scripts	145 d	Mon 7/2/12	Fri 1/18/13	CPWR	192,195,198
207	7.2.5.2	Create Conversion Defect List	145 d	Mon 7/2/12	Fri 1/18/13	CPWR	192,195,198
208	7.2.5.3	Develop Conversion Test Report	145 d	Mon 7/2/12	Fri 1/18/13	CPWR	192,195,198
209	7.2.5.4	Correct Conversion Defects	145 d	Mon 7/2/12	Fri 1/18/13	CPWR	192,195,198
210	7.2.5.5	Deliverable H4: Conversion Test Report Complete	0 d	Fri 1/18/13	Fri 1/18/13	State,CPWR	206,207,208,209
211	7.3	User Acceptance Testing	45 d	Mon 1/21/13	Fri 3/22/13		
212	7.3.1	Perform User Acceptance Testing (UAT)	45 d	Mon 1/21/13	Fri 3/22/13	State	204,210
213	7.3.2	Create UAT Defect List	45 d	Mon 1/21/13	Fri 3/22/13	CPWR,State	204,210
214	7.3.3	Create UAT Results Report	45 d	Mon 1/21/13	Fri 3/22/13	CPWR,State	204,210
215	7.3.4	Correct UAT Defects	45 d	Mon 1/21/13	Fri 3/22/13	CPWR,State	204,210
216	7.3.5	Deliverable G5: User Acceptance Test Complete	0 d	Fri 3/22/13	Fri 3/22/13	State,CPWR	215,212,213,214
217	7.4	Update Project Documentation as Required	140 d	Mon 9/10/12	Fri 3/22/13	CPWR	204FF,210FF,216FF
218	7.5	Updated Project Documentation Interim Draft Sent to State for Review	0 d	Mon 3/11/13	Mon 3/11/13	CPWR	217FS-10 d
219	7.6	Deliverable G6: Project Documentation Updated	0 d	Fri 3/22/13	Fri 3/22/13	State,CPWR	217
220							
221	8	Training	50 d	Mon 3/25/13	Fri 5/31/13		
222	8.1	Manage Training Phase	50 d	Mon 3/25/13	Fri 5/31/13	CPWR	190,178
223	8.2	Set up Training System	30 d	Mon 3/25/13	Fri 5/3/13	CPWR	216
ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
224	8.3	Develop Training Materials	30 d	Mon 3/25/13	Fri 5/3/13	CPWR	216
225	8.4	Deliver Training	15 d	Mon 5/6/13	Fri 5/24/13	CPWR,State	223,224
226	8.5	Deliverable J2: Training System Complete	0 d	Fri 5/3/13	Fri 5/3/13	State,CPWR	223
227	8.6	Deliverable J3: Training Materials Complete	0 d	Fri 5/3/13	Fri 5/3/13	State,CPWR	224
228	8.7	Deliverable J4: Training Complete	0 d	Fri 5/24/13	Fri 5/24/13	State,CPWR	225
229							
230	9	Execute to Knowledge Transfer Plan	41 d	Mon 5/6/13	Mon 7/1/13		224
231	10	Deliverable N2: Knowledge Transfer Complete	0 d	Mon 7/1/13	Mon 7/1/13		230
232							
233	11	Implementation/Warranty	86 d	Mon 6/3/13	Mon 9/30/13		
234	11.1	Manage Implementation Phase	15 d	Mon 6/3/13	Fri 6/21/13	CPWR	222
235	11.2	Implementation	21 d	Mon 6/3/13	Mon 7/1/13		
236	11.2.1	Development Installation Guide	15 d	Mon 6/3/13	Fri 6/21/13	CPWR	225FS+5 d
237	11.2.2	Implement Conversion/Population of Database	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
238	11.2.3	Documentation	15 d	Mon 6/3/13	Fri 6/21/13		
239	11.2.3.1	Create Online Help Screens and FAQ	15 d	Mon 6/3/13	Fri 6/21/13		
240	11.2.3.1.1	Preliminary Online Help Screen Development	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
241	11.2.3.1.2	Online Help Screens and FAQ Interim Draft Sent to State for Review	0 d	Wed 6/5/13	Wed 6/5/13	CPWR	240FS-3 d
242	11.2.3.1.3	Incorporate State Feedback for Online Help Screens	4 d	Mon 6/17/13	Thu 6/20/13	CPWR	240FS+5 d
243	11.2.3.1.4	Deliverable K1: Online Help Screens Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	242FS+1 d
244	11.2.3.2	Create Procedures Manual	15 d	Mon 6/3/13	Fri 6/21/13		
245	11.2.3.2.1	Preliminary Procedures Manual Development	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
246	11.2.3.2.2	Procedures Manual Interim Draft Sent to State for Review	0 d	Wed 6/5/13	Wed 6/5/13	CPWR	245FS-3 d
247	11.2.3.2.3	Incorporate State Feedback for Procedures Manual	4 d	Mon 6/17/13	Thu 6/20/13	CPWR	245FS+5 d
248	11.2.3.2.4	Deliverable K2: Procedures Manual Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	247FS+1 d
249	11.2.3.3	Create User Manual	15 d	Mon 6/3/13	Fri 6/21/13		
250	11.2.3.3.1	Preliminary User Manual Development	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
251	11.2.3.3.2	User Manual Interim Draft Sent to State for Review	0 d	Wed 6/5/13	Wed 6/5/13	CPWR	250FS-3 d

ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
252	11.2.3.3.3	Incorporate State Feedback for User Manual	4 d	Mon 6/17/13	Thu 6/20/13	CPWR	250FS+5 d
253	11.2.3.3.4	Deliverable K3: User Manual Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	252FS+1 d
254	11.2.3.4	Create Developers Reference Manual	15 d	Mon 6/3/13	Fri 6/21/13		
255	11.2.3.4.1	Preliminary Developers Reference Manual Development	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
256	11.2.3.4.2	Developers Reference Manual Interim Draft Sent to State for Review	0 d	Wed 6/5/13	Wed 6/5/13	CPWR	255FS-3 d
257	11.2.3.4.3	Incorporate State Feedback for Developers Reference Manual	4 d	Mon 6/17/13	Thu 6/20/13	CPWR	255FS+5 d
258	11.2.3.4.4	Deliverable K4: Developers Reference Manual Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	257FS+1 d
259	11.2.3.5	Document Logical and Physical Data Model with Data Dictionary	15 d	Mon 6/3/13	Fri 6/21/13		
260	11.2.3.5.1	Preliminary LDM/PDM Documentation Development	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
261	11.2.3.5.2	Logical/Physical Model with Data Dictionary/ Interim Draft Sent to State for Review	0 d	Wed 6/5/13	Wed 6/5/13	CPWR	260FS-3 d
262	11.2.3.5.3	Incorporate State Feedback for LDM/PDM Documentation	4 d	Mon 6/17/13	Thu 6/20/13	CPWR	260FS+5 d
263	11.2.3.5.4	Deliverable K5: Logical and Physical Data Model Documentation Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	262FS+1 d
264	11.2.3.6	Create System Administration Manual	15 d	Mon 6/3/13	Fri 6/21/13		
265	11.2.3.6.1	Preliminary System Administration Manual Development	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
266	11.2.3.6.2	System Administration Manual Interim Draft Sent to State for Review	0 d	Wed 6/5/13	Wed 6/5/13	CPWR	265FS-3 d
267	11.2.3.6.3	Incorporate State Feedback for System Administration Manual	4 d	Mon 6/17/13	Thu 6/20/13	CPWR	265FS+5 d
268	11.2.3.6.4	Deliverable K6: System Administration Manual Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	267FS+1 d
269	11.2.3.7	Create Database Administration Manual	15 d	Mon 6/3/13	Fri 6/21/13		
270	11.2.3.7.1	Preliminary Database Administration Manual Development	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
271	11.2.3.7.2	Database Administration Manual Interim Draft Sent to State for Review	0 d	Wed 6/5/13	Wed 6/5/13	CPWR	270FS-3 d
272	11.2.3.7.3	Incorporate State Feedback for Database Administration Manual	4 d	Mon 6/17/13	Thu 6/20/13	CPWR	270FS+5 d
273	11.2.3.7.4	Deliverable K7: Database Administration Manual Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	272FS+1 d
274	11.2.3.8	Create Operations Manual	15 d	Mon 6/3/13	Fri 6/21/13		
275	11.2.3.8.1	Preliminary Operations Manual Development	5 d	Mon 6/3/13	Fri 6/7/13	CPWR	225FS+5 d
276	11.2.3.8.2	Operations Manual Interim Draft Sent to State for Review	0 d	Wed 6/5/13	Wed 6/5/13	CPWR	275FS-3 d
277	11.2.3.8.3	Incorporate State Feedback for Operations Manual	4 d	Mon 6/17/13	Thu 6/20/13	CPWR	275FS+5 d
278	11.2.3.8.4	Deliverable K8: Operations Manual Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	277FS+1 d
279	11.2.4	Implement BAA Secure Site	16 d	Mon 6/10/13	Mon 7/1/13	CPWR,State	237
ID	WBS	Task Name	Duration	Start	Finish	Resource	Predecessors
280	11.2.5	Deliverable H7: Database Conversion/Implementation Complete	0 d	Fri 6/7/13	Fri 6/7/13	State,CPWR	237
281	11.2.6	Deliverable I1: Installation Guide Complete	0 d	Fri 6/21/13	Fri 6/21/13	State,CPWR	236
282	11.2.7	Deliverable I2: BAA Secure Site Implementation (Go-Live) Complete	0 d	Mon 7/1/13	Mon 7/1/13	State,CPWR	279
283	11.2.8	Preparation for Warranty Period	6 d	Mon 6/24/13	Mon 7/1/13	CPWR	236,242,247,252,257,262,267,272,277,234
284	11.3	Warranty Period	65 d	Tue 7/2/13	Mon 9/30/13	CPWR	236,242,247,252,257,262,267,272,277,279,283
285	11.4	Deliverable I3: Warranty Period Complete	0 d	Mon 9/30/13	Mon 9/30/13	State	284

Appendix G – Cost Tables

For clarification, year 1 begins with the start of the contract.

Table G-1: Project Summary of Cost

#	Cost Components	Detailed in Table	Cost Custom Dev	Comments
1	Custom Develop or Modifications to COTS; interfaces and associated deliverables	G-2	\$1,963,615.00	As the BAA Secure Site is a custom developed application, provided costs are based upon Compuware's preliminary MS Project Schedule (Compuware's RFP response - Appendix F) and associated role(s) required to complete a given deliverable within each project phase.
2	Recurring Software Maintenance & Support (M&S Years 1-2)	G-3a (row 2)	\$215,800.00	Based upon our MS Project Schedule, with the Warranty Period Ending on 9/30/13, the M&S Year 1 & 2 start/end dates are as follows: <ul style="list-style-type: none"> • M&S Year 1 - 10/1/2013 - 10/31/2013 • M&S Year 2 - 11/1/2013 - 10/31/2014 <ul style="list-style-type: none"> • Average Hours per Year utilized: 1,984 • Average Hours per Month utilized: 166 • Provides for 1 Developer FTE
Total Minimum Contract			\$2,179,415.00	
3	Recurring Software Maintenance & Support (M&S Years 3-7)	G-3b (row 2)	\$ 498,000.00	Based upon our MS Project Schedule, and the M&S Year 1 & 2 start/end dates noted above, M&S Years 3-7 are as follows: <ul style="list-style-type: none"> • M&S Year 3 - 11/1/2014 - 10/31/2015 • M&S Year 4 - 11/1/2015 - 10/31/2016 • M&S Year 5 - 11/1/2016 - 10/31/2017 • M&S Year 6 - 11/1/2017 - 10/31/2018 • M&S Year 7 - 11/1/2018 - 10/31/2019 <ul style="list-style-type: none"> • Average Hours per Year utilized: 1,984 • Average Hours per Month utilized: 166 • Average 1/2 Hours per Month utilized: 83 • Provides for 0.5 (1/2) Developer FTE
4	Cost of Reserved Bank for Enhancements	G-4	\$206,000.00	Hourly Rates per resource were multiplied by hours provided per role in table G-4.
Grand Total			\$2,883,415.00	(Total Minimum contract + M&S Years 3-7 + Reserved Bank for Enhancements)

Notes:

1. Row 2 only reflects "minimum contract of 2 years" (that is, excludes optional years).
2. Initial Contract is 3 years so M&S (Years 1-2) reflects the time remaining within the 3 years after completion of the development effort (including warranty).
3. MS Year 3-7 represents the 5 optional years.

Table G-2: Details of “Custom Development, Interfaces and Deliverables”

#	Cost Components Based on Phase and Deliverables	Cost
A	Initiation and Planning	
A1	Project Plan	\$ 37,135.50
A2	WBS/Project Schedule	\$ 7,652.25
AT	Total	\$ 44,787.75
B	Requirements Verification	
B1	Business Requirements Documentation	\$ 83,676.00
BT	Total	\$ 83,676.00
C	Hardware	
C1	Updated Documents or "As Is" Acceptance	\$ 12,397.50
CT	Total	\$ 12,397.50
D	Software	
D1	Updated Documents or "As Is" Acceptance	\$ 12,397.50
DT	Total	\$ 12,397.50
E	Application Design	
E1	Technical Design Document	\$ 45,723.50
E2	List and layouts of reports and screens	\$ 17,584.50
E3	Updated documentation including Data Dictionary, Project Plan and RTM	\$ 48,454.75
ET	Total	\$ 111,762.75
F	Application Development	
F1A	Interim Code Review 1	\$ 100,000.00
F1B	Interim Code Review 2	\$ 100,000.00
F1C	Final Delivery of Code	\$ 175,107.50
F2	Updated Documentation	\$ 28,989.25
FT	Total	\$ 404,096.75
G	Testing	
G1	Test Plan	\$ 15,827.00
G2	Test Cases	\$ 40,945.00
G3	Implementation of Test Environment & Tools	\$ 20,805.00
G4	Completion of contractor Tests (such as System, Performance and Stress) including Defect Correction & Reports	\$ 140,201.00
G5	User Acceptance Test including Defect Correction & Reports	\$ 90,324.50
GT	Total	\$ 308,102.50
H	Conversion	
H1	Conversion Requirements Document	\$ 23,023.25
H2	Conversion Design Document including Mapping	\$ 30,723.00
H3	Conversion Code	\$ 82,222.50
H4	Conversion Test Plan	\$ 13,889.00
H5	Conversion Test Report	\$ 20,605.50
H6	Conversion Implementation Plan	\$ 12,326.25
H7	Implemented Conversion/Population of Database	\$ 53,974.25
HT	Total	\$ 236,763.75
I	Implementation	
I1	Installation Guide	\$ 30,058.00
I2	Implemented System	\$ 74,765.00
I3	90-Day Warranty Period including Resolution of Issues & Weekly Reports	\$ 268,873.50
IT	Total	\$ 373,696.50
J	Training	
J1	Training Plan	\$ 9,528.50

J2	Training System	\$	50,017.50		
J3	Training Material including on-line support material	\$	39,543.75		
J4	Completion of training	\$	21,113.75		
JT	Total	\$	120,203.50		
K	Documentation				
K1	On Line Help	\$	22,467.50		
K2	Procedures Manual	\$	21,983.00		
K3	User Manual	\$	25,545.50		
K4	Developer Reference	\$	26,163.00		
K5	Logical/Physical Data Model	\$	25,688.00		
K6	System Administration Manual	\$	21,650.50		
K7	DB Administration Manual	\$	20,938.00		
K8	Operations Manual	\$	21,413.00		
KT	Total	\$	185,848.50		
N	Knowledge Transfer				
N1	Knowledge Transfer Plan	\$	12,103.00		
N2	Execution of KT including Transfer Evaluation Reports	\$	57,779.00		
NT	Total	\$	69,882.00		
	Totals (Hours and Costs) for Custom Development, Interfaces and associated Deliverables	\$	1,963,615.00		

Notes:

1. Hours and costs reflect Contractors including any subs
2. Hours and costs reflected in the totals only represent "M" (mandatory) requirements.
3. "Cost" Totals for each phase are carried to Table E-1 (both E-1A and E-1B)

Table G-3a: Cost By Time (Years 1 and 2)

#	Cost Component	Initiation through Warranty	M&S Year 1	M&S Year 2	Total Minimum Contract
1	Custom Development, interfaces and associated deliverables (See Table G-2)	\$ 1,963,615.00			\$ 1,963,615.00
2	Recurring Software Maintenance and Support (M&S) (See Table G-3)		\$ 16,600.00	\$ 199,200.00	\$ 215,800.00
	Total Costs	\$ 1,963,615.00	\$ 16,600.00	\$ 199,200.00	\$ 2,179,415.00

Notes:

3. Maintenance and Support (M&S) starts after 90-day warranty period. Whatever year the “modification including warranty” completes, the M&S would reflect remainder of the year.
4. This particular cost summary does not reflect:
 - a. Reserved Bank for Enhancements
 - b. Total costs of optional requirements

Vendor Comments:

1. Based upon our MS Project Schedule, with the Warranty Period Ending on 9/30/13, the M&S Year 1 & 2 start/end dates are as follows:
 - M&S Year 1 - 10/1/2013 - 10/31/2013
 - M&S Year 2 - 11/1/2013 - 10/31/2014
2. Average Hours per Year utilized: 1,984
3. Average Hours per Month utilized: 166
4. Compuware is providing these Maintenance and Support figures, based upon 1 Developer FTE for M&S Years 1 & 2

Table G-3b Cost by Time for Maintenance (Years 3 through 7)

#	Cost Component	M&S Year 3	M&S Year 4	M&S Year 5	M&S Year 6	M&S Year 7	Total M&S Years 3-7
1	Custom Development, interfaces and associated deliverables (See Table G-2)						
2	Recurring Software Maintenance and Support (M&S) (See Table G-3)	\$ 99,600.00	\$ 99,600.00	\$ 99,600.00	\$ 99,600.00	\$ 99,600.00	\$ 498,000.00
Total Costs							

Notes:

2. This particular cost summary does not reflect:
 - a. Reserved Bank for Enhancements
 - b. Total costs of optional requirements

Contractor Comments

1. Based upon our MS Project Schedule, and the M&S Year 1 & 2 start/end dates noted above, M&S Years 3-7 are as follows:
 - M&S Year 3 - 11/1/2014 - 10/31/2015
 - M&S Year 4 - 11/1/2015 - 10/31/2016
 - M&S Year 5 - 11/1/2016 - 10/31/2017
 - M&S Year 6 - 11/1/2017 - 10/31/2018
 - M&S Year 7 - 11/1/2018 - 10/31/2019
2. Average Hours per Year utilized: 1,984
3. Average Hours per Month utilized: 166
4. Average 1/2 Hours per Month utilized: 83
5. Compuware is providing these Maintenance and Support figures, based upon 0.5 (1/2) Developer FTE for M&S Years 3-7

Table G-4: Details of Labor Rates and Cost of Reserved Bank for Enhancements

#	Cost Component	Estimated Hours	Cost	Comments
1	Project Manager	300	\$42,000.00	
2	Business Analyst	250	\$23,750.00	
3	System Analyst	200	\$19,000.00	
4	Developers	700	\$70,000.00	
5	Database Administrators	50	\$7,000.00	
6	Q/A Manager	50	\$5,000.00	
7	Security Specialist	50	\$5,000.00	
8	Testers	250	\$21,250.00	
9	Technical Writers	50	\$3,750.00	
10	System Architects	50	\$5,500.00	
11	Training Specialists	50	\$3,750.00	
Totals (Hours and Costs)		2,000	\$206,000.00	

Notes:

1. This table is used for 1.104 (1) (O) – Reserved Bank for Enhancements
2. The State intends to establish funding for reserved bank of hours for the initial contract, Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. “Estimated Hours” and “Extended Price” are non-binding and will be used at the State’s discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work “Cost”
4. Totals for each phase are carried to Table G-1 Project Summary of Cost for comparison purposes