



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 10
to
Contract Number MA210000001344

CONTRACTOR	KUNZ LEIGH & ASSOCIATES INC
	28081 Southfield Road
	Lathrup Village MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
	CV0036059

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Jeremy Lyon	DTMB
		517-230-2858	
		LyonJ5@michigan.gov	

CONTRACT SUMMARY				
DNR MiFi Rewrite and MiFi & VMS Maintenance, Operations, and Enhancements				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 8, 2021	September 8, 2026	5 - 12 Months	September 8, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,615,800.00	\$86,400.00	\$5,702,200.00		
DESCRIPTION				
Effective 1/8/2025, this change is to add \$86,400 to the MiFi Contract for additional enhancements for the VMS and MIFI. For additional information please see the attached SOW.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB Central Procurement Services.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Katherine Armstrong	231-258-2711 x 6543	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Michigan Forest Inventory (MiFI Rewrite) and VMS Maintenance, Operations, and Enhancement CN10	Period of Coverage: January 9, 2025 through April 4, 2025
Requesting Department: DNR	Date: November 18, 2024
Agency Project Managers: Katie Armstrong and Brenda Haskill	Phone: 231-342-9737; 989-370-9557
DTMB Project Manager: Cheryl Granger	Phone: 810-853-5039

Brief description of services to be provided:

BACKGROUND:

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use, and enjoyment of the state’s natural and cultural resources of current and future generations. Management of state forest, parks and game area lands is dependent upon a current inventory of forest resources, which is accomplished with the Michigan Forest Inventory (MiFI) system. MiFI and the Vegetation Management System support a critical business function of the DNR in the form of forest inventory, prescription of forest treatments and execution of commercial timber sales, which annually provide about \$50 million in revenue to the DNR.

PROJECT OBJECTIVE:

Contractor will provide a rewrite of DNR’s Michigan Forest Inventory (MiFI) and MiFI Mobile systems and will provide Maintenance, Operations and Enhancements for the VMS suite of applications.

SCOPE OF WORK:

This Change Notice covers the Maintenance, Operations, and Enhancement (MOE) work for MiFI and VMS from January 9, 2025 through April 4, 2025.

The VMS maintenance team currently consists of the following:

- 1. Project Manager (shared with MiFI)
- 2. Business Analyst
- 3. Developer/Programmer – Maintenance and Operations
- 4. Developer/Programmer – Maintenance and Enhancements

The recommendation for the first year of MiFI maintenance staffing is as follows:

- 1. Project Manager (shared with VMS)
- 2. GIS Specialist
- 3. Lead Business Analyst

STATEMENT OF WORK - IT CHANGE NOTICE

The MiFI Rewrite contract incorporates agreements involving multiple State-owned applications developed by KL&A, including the MiFI rewrite, MiFI Mobile (MM), and the VMS suite of applications.

This change is to remedy the following issues and risks:

1. VMS/VFI MiLogin Integration – VMS and VFI currently use Active Directory (AD) for their login systems. Since VFI is an Android application that will be integrated onto the States app store, it needs MiLogin integration. VMS will also benefit from MiLogin integration to provide a better user experience for VMS users who switch between the VMS and MiFI applications. KL&A estimates the VFI and VMS MiLogin integration will require up to 3 sprints of work. (VFI = VMS Field Inspections)
2. VFI Errors and App Store Integration – The VMS Field Inspections (VFI) Android application has exhibited breaking errors and needs to be released on the State’s partitioned app store. Some work has been dedicated to these changes. To ensure that the app is secure and functional before the VMS project enters maintenance in April 2025, KL&A will provide an additional resource for up to 3 sprints.
3. Resolve Any Unexpected MiFI Production Issues – The new MiFI application was a 3-year project that had its first release in November 2024. First releases on long projects often result in process discoveries that require changes to the application. Several issues have been discovered and resolved since the MiFI release. However, it should be expected that more changes to the application will be desired in the first several months of production. An additional resource could be utilized to make enhancements to the MiFI and MiFI mobile applications, if there is any remaining capacity after the MiLogin and VFI Errors are resolved.

To remedy these issues, KL&A will provide a Technical Lead/Solution Architect for 6 sprints, corresponding to the 6-sprint Maintenance, Operations, and Enhancements period between the MiFI development completion and the reduced Maintenance schedule in 2025. Garrett Radford has served as the technical architect to the VMS and MiFI projects for nearly 8 years. His technical skill and project-specific authority will enable him to efficiently and effectively complete the goals listed above in less time than any other resource. So, KL&A will dedicate Garrett’s time to the VMS initiatives at for the capacity herein agreed upon.

STATEMENT OF WORK - IT CHANGE NOTICE

If the DNR examines the work after any sprint and determines the additional resource is no longer needed, the resource can be pulled from the project, and the unmet capacity will not be charged to the State. Or, if the work is complete, but the DNR decides to leverage the resource for the remainder of the defined capacity, they may request the resource to work on any items that pertain to the VMS or MiFI related applications.

Changes to Budget

The following tables display the change of budget by resource. The table covers the maintenance resources for VMS and MiFI applications from January 9, 2025 through April 4, 2025.

STATEMENT OF WORK - IT CHANGE NOTICE

#	Resource	Hours in a 2-week sprint	Hourly Rate	Sprint Total	Number of Sprints	Total Investment
1	Technical Lead / Solution Architect	80	\$ 180.00	\$ 14,400	6	\$86,400.00

Changes to Schedule

This Change Notice requires no alterations to the FRD MOE Sprint Schedule. The additional resource will be added to the FRD software development team for the following sprints:

Sprint	Duration	Start	End
FRD MOE Sprint 1	10 days	Thu 01/09/25	Thu 01/23/25
FRD MOE Sprint 2	10 days	Fri 01/24/25	Thu 02/06/25
FRD MOE Sprint 3	10 days	Fri 02/07/25	Fri 02/21/25
FRD MOE Sprint 4	10 days	Mon 02/24/25	Fri 03/07/25
FRD MOE Sprint 5	10 days	Mon 03/10/25	Fri 03/21/25
FRD MOE Sprint 6	10 days	Mon 03/24/25	Fri 04/04/25

Changes to Invoicing Schedule:

Each sprint will correspond with an invoice line item and will be sent to the State on the first business day of the month following the end of the sprint. The invoicing cadence will follow the same cadence as defined in previous Change Notices. An additional invoice will be sent each month to accommodate the additional resource. The invoicing cadence for the additional resource is defined below.

STATEMENT OF WORK - IT CHANGE NOTICE

Invoice Date	Invoice Amount	Line Items	Line Item Cost
02/3/25	\$ 14,400.00	FRD MOE Sprint 1 – MiLogin	\$ 14,400.00
03/3/25	\$ 28,800.00	FRD MOE Sprint 2 – MiLogin	\$ 14,400.00
		FRD MOE Sprint 3 – MiLogin	\$ 14,400.00
04/1/25	\$ 28,800.00	FRD MOE Sprint 4 – MiLogin	\$ 14,400.00
		FRD MOE Sprint 5 – MiLogin	\$ 14,400.00
05/1/25	\$ 14,400.00	FRD MOE Sprint 6 – MiLogin	\$ 14,400.00
Total	\$ 86,600.00		\$ 86,400.00

Release Schedule

Releases of the MiFI and VMS-related applications will be implemented as needed. KL&A will coordinate with the DNR and DTMB to produce a monthly data fix as needed. The system releases will likely occur infrequently to reduce overhead. System releases can occur monthly as needed. Emergency production issues can be corrected with an Emergency RFC at any time.

TASKS:

Technical support is required to assist with the following tasks: see Scope of Work.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include those defined in Contract 210000001344 and added in Scope of Work, above.

ACCEPTANCE CRITERIA:

As defined in Contract 210000001344.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

STATEMENT OF WORK - IT CHANGE NOTICE

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a Monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency MiFi Project Manager is:

Katie Armstrong
Department of Natural Resources, Forest Resources Division
DNR Customer Service Center
2122 M37
Traverse City, MI 49685
231-342-9737
armstrongk@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

The designated Agency VMS/VFI Project Manager is

Brenda Haskill
Department of Natural Resources, Forest Resources Division
4th Floor, Constitution Hall
525 West Allegan
Lansing, MI 48933
989-370-9557
HaskillB@michigan.gov

The designated DTMB Project Manager is:

Cheryl Granger
DTMB/CSS
Con Hall/Atrium
525 W. Allegan
Lansing, MI 48933
810-853-5039
Grangerc1@Michigan.gov

AGENCY RESPONSIBILITIES:

Work with KL&A to define capacity requirements and assist with user acceptance testing.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:
Kunz, Leigh & Associates
28081 Southfield Road
Lathrup Village, MI 48076-2816

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

This purchase order is a release from Contract Number 210000001344. This purchase order, statement of work, and the terms and conditions of Contract

STATEMENT OF WORK - IT CHANGE NOTICE

Number 210000001344 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN: See Scope of Work.



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Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**
to
Contract Number **MA210000001344**

CONTRACTOR	KUNZ LEIGH & ASSOCIATES INC
	28081 Southfield Road
	Lathrup Village MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
	CV0036059

STATE	Program Manager	Various	Various
	Contract Administrator	Jeremy Lyon	DTMB
		517-230-2858	
		lyonj5@michigan.gov	

CONTRACT SUMMARY				
DNR MiFi Rewrite and MiFi & VMS Maintenance, Operations, and Enhancements				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 8, 2021	September 8, 2026	5 - 12 Months	September 8, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,909,000.00	\$706,800.00	\$5,615,800.00		
DESCRIPTION				
Effective 9/10/2024, the parties add \$706,800.00 for the Michigan Forest Inventory (MiFi Rewrite) services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval on 9/10/2024.				
Available Ad Board funds after this change notice is \$249,999.99.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Katherine Armstrong	231-258-2711 x 6543	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Michigan Forest Inventory (MiFI Rewrite)	Period of Coverage: Through September 8, 2026
Requesting Department: DNR	Date: August 8, 2024
Agency Project Manager: Katie Armstrong	Phone: 231-342-9737
DTMB Project Manager: Cheryl Granger	Phone: 810-853-5039

Brief description of services to be provided:

BACKGROUND:

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use, and enjoyment of the state’s natural and cultural resources of current and future generations. Management of state forest, parks and game area lands is dependent upon a current inventory of forest resources, which is accomplished with the Michigan Forest Inventory (MiFI) system. MiFI and the Vegetation Management System support a critical business function of the DNR in the form of forest inventory, prescription of forest treatments and execution of commercial timber sales, which annually provide about \$50 million in revenue to the DNR.

PROJECT OBJECTIVE:

Contractor will provide a rewrite of DNR’s Michigan Forest Inventory (MiFI) and MiFI Mobile systems and will provide Maintenance, Operations and Enhancements for the VMS suite of applications.

SCOPE OF WORK:

This Change Notice covers the Maintenance, Operations, and Enhancement (MOE) work for VMS from October 8, 2024 through the end of the MiFI Rewrite development that ends on January 8, 2025. It also covers the VMS and MiFI MOE work from January 9, 2025 through April 4, 2025.

The VMS maintenance team currently consists of the following:

1. Project Manager (shared with MiFI)
2. Business Analyst
3. Developer/Programmer – Maintenance and Operations
4. Developer/Programmer – Maintenance and Enhancements

The recommendation for the first year of MiFI maintenance staffing is as follows:

1. Project Manager (shared with VMS)
2. GIS Specialist

STATEMENT OF WORK - IT CHANGE NOTICE

3. Lead Business Analyst

After the initial MiFI development period that ends on January 8, 2025, all VMS and MiFI resources may be allocated to either sets of applications as work prioritized by the DNR. The volume of resources above indicates general needs for application support, but business and technical priorities can vary unexpectedly over time. The resources listed under VMS maintenance may be used for MiFI development, and vice versa, after January 8th.

Previous experience with the first year of maintenance on the VMS system exhibited why the first year of maintenance should be well staffed. Enhancements that improve the business processes and staff efficiencies are often desired, and many unexpected technical needs for security and system upgrades can arise. With sufficient staffing at the initiation of the maintenance period, system failure can be avoided. A robust staffing is hereby provided for the first six months after the initial MiFI rollout. After April 4, 2025, DNR and KL&A intend to change the approach to maintenance in a subsequent Change Request.

Changes to Budget

The following tables display the change of budget by resource. The first table covers the maintenance resources for VMS-related applications from October 8, 2024 through January 8, 2025. The second table covers the maintenance resources for VMS and MiFI applications from January 9, 2025 through April 4, 2025.

VMS resource investment from 10/8/24 – 1/8/25:

Resource	Hours in a 2-week Sprint	Hourly Rate	Sprint Total
Business Analyst	80	\$ 150.00	\$ 12,000.00
Developer/Programmer	80	\$ 150.00	\$ 12,000.00
Developer/Programmer	80	\$ 150.00	\$ 12,000.00
Total		Total	\$ 36,000.00

VMS and MiFI resource investment from 1/9/25 – 4/4/25:

Resource	Hours in a 2-week sprint	Hourly Rate	Sprint Total
Project Manager	80	\$ 200.00	\$ 16,000.00
GIS Specialist	80	\$ 200.00	\$ 16,000.00

STATEMENT OF WORK - IT CHANGE NOTICE

Lead Business Analyst	80	\$ 180.00	\$ 14,400.00
Business Analyst	80	\$ 150.00	\$ 12,000.00
Developer/Programmer	80	\$ 150.00	\$ 12,000.00
Developer/Programmer	80	\$ 150.00	\$ 12,000.00
		Total	\$ 82,400.00

Cumulative: Total cost for additional resources and sprints:

Item	Cost per Sprint	Number of Sprints	Item Total
VMS 2024 MOE	\$ 36,000.00	5.9*	\$ 212,400.00
VMS/MiFI 2025 MOE	\$ 82,400.00	6	\$ 494,400.00
		Total	\$ 706,800.00

* The final VMS 2024 MOE sprint contains 9 days instead of 10

Changes to Schedule

The following sprints will be included from VMS MOE from October 8, 2024 through January 8, 2025. Sprints are 10 business days, except when the calendar requires adjustments. Any deviations from a 10-business-day sprint are explained below the respective table.

VMS MOE Sprints from October 2024 through the end of MiFI development in January 2025:

Sprint	Duration	Start	End
VMS Sprint 8.4.7	10 days	Tue 10/08/24	Mon 10/21/24
VMS Sprint 8.4.8	10 days	Tue 10/22/24	Mon 11/04/24
VMS Sprint 8.4.9	10 days	Wed 11/06/24	Wed 11/20/24
VMS Sprint 8.4.10	10 days	Thu 11/21/24	Fri 12/06/24
VMS Sprint 8.4.11	10 days	Mon 12/09/24	Fri 12/20/24
VMS Sprint 8.4.12*	9 days	Mon 12/23/24	Thu 01/08/25

* VMS Sprint 8.2.12 is a 9-day sprint in order for the VMS and MiFI MOE to get in sync starting on 1/9/25.

STATEMENT OF WORK - IT CHANGE NOTICE

Beginning on January 9, 2025, the VMS and MiFI teams will be combined into one development team that may work on any system as is deemed necessary by the DNR. The sprints defined below will be conducted by the combined team.

VMS/MiFI Sprints in 2025 after MiFI development:

Sprint	Duration	Start	End
FRD MOE Sprint 1	10 days	Thu 01/09/25	Thu 01/23/25
FRD MOE Sprint 2	10 days	Fri 01/24/25	Thu 02/06/25
FRD MOE Sprint 3	10 days	Fri 02/07/25	Fri 02/21/25
FRD MOE Sprint 4	10 days	Mon 02/24/25	Fri 03/07/25
FRD MOE Sprint 5	10 days	Mon 03/10/25	Fri 03/21/25
FRD MOE Sprint 6	10 days	Mon 03/24/25	Fri 04/04/25

Changes to Invoicing Schedule:

Each sprint will correspond with an invoice line item and will be sent to the State on the first business day of the month following the end of the sprint. Sprints containing more or less than 10 business days are adjusted accordingly, as indicated below the table.

New line items will be invoiced for the following sprints:

Invoice Date	Invoice Amount	Line Items	Line Item Cost
11/1/24	\$ 36,000.00	VMS Sprint 8.4.7	\$ 36,000.00
12/2/24	\$ 72,000.00	VMS Sprint 8.4.8	\$ 36,000.00
		VMS Sprint 8.4.9	\$ 36,000.00
01/1/25	\$ 72,000.00	VMS Sprint 8.4.10	\$ 36,000.00
		VMS Sprint 8.4.11	\$ 36,000.00
02/3/25	\$ 114,800.00	VMS Sprint 8.4.12*	\$ 32,400.00
		FRD MOE Sprint 1	\$ 82,400.00
03/3/25	\$ 164,800.00	FRD MOE Sprint 2	\$ 82,400.00
		FRD MOE Sprint 3	\$ 82,400.00
04/1/25	\$ 164,800.00	FRD MOE Sprint 4	\$ 82,400.00

STATEMENT OF WORK - IT CHANGE NOTICE

		FRD MOE Sprint 5	\$ 82,400.00
05/1/25	\$ 82,400.00	FRD MOE Sprint 6	\$ 82,400.00
Total	\$ 706,800.00		\$ 706,800.00

* VMS Sprint 8.4.12 contains 9 days instead of 10

Release Schedule

Releases of the MiFI and VMS-related applications will be implemented as needed. KL&A will coordinate with the DNR and DTMB to produce a monthly data fix as needed. The system releases will likely occur infrequently to reduce overhead. System releases can occur monthly as needed. Emergency production issues can be corrected with an Emergency RFC at any time.

TASKS:

Technical support is required to assist with the following tasks: see Scope of Work.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include those defined in Contract 210000001344 and added in Scope of Work, above.

ACCEPTANCE CRITERIA:

As defined in Contract 210000001344.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
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3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

STATEMENT OF WORK - IT CHANGE NOTICE

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a Monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Katie Armstrong
Department of Natural Resources, Forest Resources Division
DNR Customer Service Center
2122 M37
Traverse City, MI 49685
231-342-9737
armstrongk@michigan.gov

The designated DTMB Project Manager is:

Cheryl Granger
DTMB/CSS
Con Hall/Atrium
525 W. Allegan
Lansing, MI 48933
810-853-5039
Grangerc1@Michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

AGENCY RESPONSIBILITIES:

Work with KL&A to define capacity requirements and assist with user acceptance testing.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Kunz, Leigh & Associates

28081 Southfield Road

Lathrup Village, MI 48076-2816

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

PROJECT PLAN: See Scope of Work.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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Change Notice Number **8**
to
Contract Number **MA210000001344**

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	Justin Shaulis
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	j.shaulis@kunzleigh.com
	CV0036059

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Jeremy Lyon	DTMB
		517-230-2858	
		lyonj5@michigan.gov	

CONTRACT SUMMARY				
DNR MiFi Rewrite and MiFi & VMS Maintenance, Operations, and Enhancements				
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September 8, 2021	September 8, 2026	5 - 12 Months	September 8, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,203,400.00		\$705,600.00	\$4,909,000.00	
DESCRIPTION				
<p>7/30/2024, this change is to add additional sprints needed to complete business requirements needed to efficiently complete the work within the system. Adding \$705,600.00 to cover these changes. For further information please see the attached SOW.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Central Procurement approval on 7/30/2024. Remaining Ad Board funds after this contract change notice: \$705,600.00.</p>				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Katherine Armstrong	231-258-2711 x 6543	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
DNR	Katherine Armstrong	231-258-2711 x 6543	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Michigan Forest Inventory (MiFI Rewrite)	Period of Coverage: Through September 8, 2026
Requesting Department: DNR	Date: June 11, 2024
Agency Project Manager: Katie Armstrong	Phone: 231-342-9737
DTMB Project Manager: Cheryl Granger	Phone: 810-853-5039

Brief description of services to be provided:

BACKGROUND:

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use, and enjoyment of the state’s natural and cultural resources of current and future generations. Management of state forest, parks and game area lands is dependent upon a current inventory of forest resources, which is accomplished with the Michigan Forest Inventory (MiFI) system. MiFI and the Vegetation Management System support a critical business function of the DNR in the form of forest inventory, prescription of forest treatments and execution of commercial timber sales, which annually provide about \$50 million in revenue to the DNR.

PROJECT OBJECTIVE:

Contractor will provide a rewrite of DNR’s Michigan Forest Inventory (MiFI) and MiFI Mobile systems.

SCOPE OF WORK:

Changes to Project Staffing: KL&A’s development team has acquired the necessary skills to manage all tasks previously assigned to the GIS Specialist. The part-time GIS Specialist was removed from the project staffing, reducing the budget. This Change Notice also preserves the rates for developers until the project goes into Maintenance. The Business Analyst was upgraded to a Lead Business Analyst in May 2023. The pricing in this table reflects the Lead Business Analyst rates in the original MiFI Contract. The following roles will be filled for the extended Sprints (61-72):

#	Resource	% time	Hours per sprint	Hourly Rate	Sprint Total	12-Sprint Total
1	Project Manager	100*	80	\$ 175.00	\$ 14,000.00	\$ 168,000.00
1	Lead Business Analyst	100	80	\$ 150.00	\$ 12,000.00	\$ 144,000.00
1	Technical Lead/Solution Architect	100	80	\$ 150.00	\$ 12,000.00	\$ 144,000.00

STATEMENT OF WORK - IT CHANGE NOTICE

2	Developer/Programmer	100	160	\$ 130.00	\$ 20,800.00	\$ 249,600.00
				Total	\$ 58,800.00	\$ 705,600.00

* The KL&A Project Manager is responsible for the MiFI development and the VMS Maintenance through the remainder of the MiFI Rewrite development.

Changes to Project Scope: The table below defines the Business Specifications added to the MiFI Rewrite project. This remains a capacity-based project and contract. These items included are subject to change based on the Product Owner’s priorities. Work will be accomplished in order of the priorities, which may change during the outlined sprints. The work that can be accomplished within the remaining sprints will be included in the first MiFI Rewrite release. All outstanding items will remain in the backlog for reference during the Maintenance, Operations, and Enhancements (MOE) phase of the application lifecycle.

#	Source	Agency	Business Specification	Priority
1	Backlog Rollover	USFS	Import Stand Process Updates	High
2	DNR	USFS	Standard template to import attribute with Stands.	High
3	Backlog Wishlist	All	Wishlist: an option to delete from the Sketch widget.	High
4	Backlog Wishlist	FRD	Wishlist: Timber Sale FY can be a different FY in Sept and Oct.	High
5	Backlog Wishlist	All	Sketch widget - saving does not clear session	High
6	DNR	WLD	New treatment type/methods and conversion from old to new.	High
7	DNR	WLD	Annual treatments workflow.	High
8	DNR	WLD	Reset treatment status at beginning of inventory cycle.	High
9	DNR	FRD	Enable Sketch (Intersection) widget to work with reference polygons.	High
10	DNR	FRD	Add Treatment Name to Next Step Treatments.	High
11	DNR	SFMP	Tool to edit cover type classification rules.	High
12	DNR	SFMP	Mid-term to long-term management objective	High
13	DNR	SFMP	Changes to QD fields (per SFMP needs - TBD)	High
14	Backlog Wishlist	All	Backup Compartment in MiFI Mobile	High
15	Backlog Wishlist	All	Splitting treatments does not follow naming convention	High
16	Backlog rollover	FRD	Display link from VMS Proposal Work List to MiFI.	Medium
17	Backlog Wishlist	FRD	Display Payment Unit Status	Medium
18	Backlog Wishlist	All	Delete next steps when a treatment is terminated.	Medium
19	Backlog Wishlist	Partners	Modify Import Stands workflow to add land like Create Stands.	Medium
20	Backlog Wishlist	All	Way to manage out-of-YOE treatments.	Medium

STATEMENT OF WORK - IT CHANGE NOTICE

21	Backlog Wishlist	All	Next Step Treatments, when they become the active treatment, are not showing expected Treatment History.	Medium
22	Backlog Wishlist	FRD	Wishlist: automatically define VDU # when Timber Sale is advanced to Status 7.	Medium
23	Backlog Wishlist	FRD	Wishlist: Automatically adjust PU/VDU shapes for Remove PU Amendment type	Medium
24	Backlog Wishlist	All	MiFI Mobile enhancement: Also display Proposed Start Date for Treatments	Medium
25	Backlog Wishlist	All	Refresh acreage after spatial edits.	Medium
26	Backlog Wishlist	All	Add Treatment --> Cancel --> Could this also close the Sketch Widget?	Medium
27	Backlog Wishlist	All	Wish List - Allow the pop-over tool (ID Tool) to be used for Treatment History	Medium
28	DNR	FRD	Cultivation program needs, e.g. "batch" field on Treatments.	Medium
29	DNR	FRD	Add additional validation rules for Next Step Treatments.	Medium
30	DNR	FRD	MiFI Mobile: Updating stand data at final inspection of timber sale.	Medium
31	DNR	All	ID Tool for data added from Portal.	Medium
32	DNR	All	Treatment history/lineage based on spatial location.	Medium
33	DNR	All	Ability to view Attribute Table.	Medium
34	DNR	All	Add basemaps from Portal.	Medium
35	KL&A	All	Default Base maps.	Medium
36	Backlog Rollover	All	Full, Previous, and Next Extent Tools	Low
37	Backlog Rollover	All	Display Zoom Level Indicator on Map	Low
38	Backlog Rollover	All	View About Screen	Low
39	Backlog Wishlist	All	Delete Stand - Remove Site Conditions	Low
40	Backlog Wishlist	All	Wishlist: Share Extent URL	Low
41	Backlog Wishlist	FRD	In VMS, Sale Name truncates upon save without warning or error message.	Low
42	Backlog Wishlist	All	Enhancement request: Display available/unavailable and/or colors in dropdown list of Site Conditions	Low
43	Backlog Wishlist	All	Remove Rollback as an option for Treatments in Status 10	Low
44	Backlog Wishlist	All	MiFI Mobile: Enhancement for Treatment list to de-emphasize status badge and make Treatment name more prominent	Low

STATEMENT OF WORK - IT CHANGE NOTICE

45	Backlog Wishlist	All	MiFI Mobile: Enhancement to show different colors for different status badges on Treatments	Low
46	Backlog Wishlist	All	Display an indicator on a Compartment when it is valid for Check-out to Mobile	Low
47	Backlog Wishlist	All	MiFI Mobile: Request for a way to filter Read Only compartments to 'My Compartments'	Low
48	Backlog Wishlist	All	MiFI Mobile: Enhancement request for Read-only copy of compartment checked out on another device	Low
49	Backlog Wishlist	All	Display Summary of Recent Changes on MiFI Mobile Home screen	Low
50	Backlog Wishlist	FRD	Wishlist: Sale number cursor position	Low
51	Backlog Wishlist	FRD	My Timber Sales - display more sales per screen	Low
52	Backlog Wishlist	All	Wish List: Compartment Associated Layers - Use Intersect	Low
53	DNR	All	Rearrange layers on the map.	Low
54	DNR	FRD	Reporting for former QAQC queries.	Low
55	DNR	All	Navigate to View Data with fewer clicks.	Low
56	KL&A	All	Remove Buffer from Sketch with magic button.	Low
57	KL&A	All	Zoom to framing.	Low
58	KL&A	All	Zoom to history.	Low
59	KL&A	FRD	Treatment-less Sale Tracking.	Low
60	KL&A	All	Taking pictures of landscape/stands/etc. in MiFI mobile.	Low
61	Backlog Wishlist	All	Database Consistency Updates	TBD
62	Backlog Wishlist	All	Bundle CSS / Icon Stylesheets	TBD
63	Backlog Wishlist	All	MiFI / Mobile CI Modifications	TBD
64	Backlog Wishlist	All	Improve List Search/Filtering Performance	TBD
65	Backlog Wishlist	All	MiFI Mobile - Move Form Saves To Service Worker	TBD
66	Backlog Wishlist	All	Proof of Concept: VMS / MiFI Distributed Transactions	TBD
67	DTMB	All	DTMB database backups. May impact what KL&A is deploying and when. Most will be on the CSS side, intermittent between July and Oct but multiple times possibly at go live.	High
68	DTMB	All	Any data integrations that deal with MiFI.	High
69	DTMB	All	Data Conversion for go live (data that is on AS side will go somewhere to MiFI CSS database)	High
70	DTMB	All	Data conversion prep work for go live. Testing and validation required.	High
71	DTMB	All	MiLogin for PROD work.	High
72	DTMB	All	Integrations with current MiFI will have to be tested with new MiFI and VMS and subcomponents. Need to	High

STATEMENT OF WORK - IT CHANGE NOTICE

		test how VMS is consuming this data and if working properly.	
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Changes to Sprint Schedule: The following additional sprints will be included for the development of the MiFI Rewrite and MiFI Mobile Applications:

Sprint	Start	End
Sprint 61	Fri 07/12/24	Thu 07/25/24
Sprint 62	Fri 07/26/24	Thu 08/08/24
Sprint 63	Fri 08/09/24	Thu 08/22/24
Sprint 64	Fri 08/23/24	Fri 09/06/24
Sprint 65	Mon 09/09/24	Fri 09/20/24
Sprint 66	Mon 09/23/24	Fri 10/04/24
Sprint 67	Mon 10/07/24	Fri 10/18/24
Sprint 68	Mon 10/21/24	Fri 11/01/24
Sprint 69	Mon 11/04/24	Tue 11/19/24
Sprint 70	Wed 11/20/24	Thu 12/05/24
Sprint 71	Fri 12/06/24	Thu 12/19/24
Sprint 72	Fri 12/20/24	Wed 01/08/25

Changes to Release Schedule: Extending the project to fit 72 sprints will require two production releases. The first production release will occur in October and the second release will occur in January. The following table outlines the expected release schedule:

Release	Date	Release Step	Description
Release 1	Fri 10/11/24	Soft Release	MiFI Rewrite and Mobile are pushed to the Production environment for validation while the old systems remain online.
Release 1	Fri 10/25/24	Final Transition	After close of business, inventory data are migrated and the old Production environments are deactivated.
Release 1	Mon 10/18/24	Official Release	At the beginning of the business day only the new systems are accessible.
Release 2	Mon 01/06/25	Production Deploy	A second release is pushed to the new Production environments.

TASKS:

STATEMENT OF WORK - IT CHANGE NOTICE

Technical support is required to assist with the following tasks: see Scope of Work.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include those defined in Contract 210000001344 and added in Scope of Work, above.

ACCEPTANCE CRITERIA:

As defined in Contract 210000001344.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a Monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

STATEMENT OF WORK - IT CHANGE NOTICE

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Katie Armstrong
Department of Natural Resources, Forest Resources Division
DNR Customer Service Center
2122 M37
Traverse City, MI 49685
231-342-9737
armstrongk@michigan.gov

The designated DTMB Project Manager is:

Cheryl Granger
DTMB/CSS
Con Hall/Atrium
525 W. Allegan
Lansing, MI 48933
810-853-5039
Grangerc1@Michigan.gov

AGENCY RESPONSIBILITIES:

Work with KL&A to define capacity requirements and assist with user acceptance testing.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Kunz, Leigh & Associates
28081 Southfield Road
Lathrup Village, MI 48076-2816

STATEMENT OF WORK - IT CHANGE NOTICE

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

This purchase order is a release from Contract Number 210000001344. This purchase order, statement of work, and the terms and conditions of Contract Number 210000001344 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN (excerpted from MiFI Rewrite Change Request #8):

Overview

The MiFI Rewrite contract incorporates agreements involving multiple State-owned applications developed by KL&A, including the MiFI rewrite, MiFI Mobile, and the VMS suite of applications.

This Change Request extends the MiFI Rewrite and MiFI Mobile project work an additional 12 sprints for a total of 72 sprints. This extension will reduce the severity and potency of business and technical risks. The extension will also allow for added scope that would have otherwise been addressed in the Maintenance, Operations, and Enhancements (MOE) portion of the application lifecycle.

Reduced Risks

Project risks will be reduced with this extension in two areas—business and technical. There are business risks associated with a midsummer MiFI and MiFI Mobile deployment. Deploying a new MiFI system at this time of year could overextend the burden on DNR field staff. DNR field staff have an uptick in responsibilities in the summer and fall months that must be fulfilled before the end of the fiscal year. Training time is needed for the staff to learn and integrate new system processes into their workflow. This could cause delayed work and increased stress. By extending the project schedule and releasing the new system in October, the staff will have optimal time to train and learn the new system at the beginning of the new fiscal year.

There are also technical risks that are mitigated by extending the project schedule. A constricted schedule limits the quality of testing before the release. This will likely increase the number of bugs introduced to the Production environment, increasing the cost of fixing the bugs. Extending the schedule provides more opportunities to discover bugs and reduce the cost of correction.

STATEMENT OF WORK - IT CHANGE NOTICE

Enhanced Scope

Extending the project schedule also allows for broader functionality to be included in the scope of the initial implementation. Enhancement features are frequently identified during the development of new or upgraded software. This schedule extension provides the opportunity for DNR to include desired enhancements to the initial MiFI Rewrite application.

Changes to Invoicing Schedule

New line items will be invoiced for the following sprints:

Invoice Date	Invoice Amount	Line Items	Line Item Amount
08/01/24	\$ 58,800.00	Sprint 61 – MiFI	\$ 58,800.00
09/02/24	\$ 117,600.00	Sprint 62 – MiFI Sprint 63 – MiFI	\$ 58,800.00 \$ 58,800.00
10/01/24	\$ 117,600.00	Sprint 64 – MiFI Sprint 65 – MiFI	\$ 58,800.00 \$ 58,800.00
11/01/24	\$ 117,600.00	Sprint 66 – MiFI Sprint 67 – MiFI	\$ 58,800.00 \$ 58,800.00
12/02/24	\$ 117,600.00	Sprint 68 – MiFI Sprint 69 – MiFI	\$ 58,800.00 \$ 58,800.00
01/02/25	\$ 117,600.00	Sprint 70 – MiFI Sprint 71 – MiFI	\$ 58,800.00 \$ 58,800.00
02/03/25	\$ 58,800.00	Sprint 72 – MiFI	\$ 58,800.00
Total	\$ 705,600.00		\$ 705,600.00



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

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

CONTRACT CHANGE NOTICE

Change Notice Number **7**
to

Contract Number **MA210000001344**

CONTRACTOR	KUNZ LEIGH & ASSOCIATES INC
	28081 Southfield Road
	Lathrup Village MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
	CV0036059

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Jeremy Lyon	DTMB
		517-230-2858	
		lyonj5@michigan.gov	

CONTRACT SUMMARY

DNR MiFI Rewrite and MiFI & VMS Maintenance, Operations, and Enhancements

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 8, 2021	September 8, 2026	5 - 12 Months	September 8, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,955,000.00	\$248,400.00	\$4,203,400.00		

DESCRIPTION

6/21/2024, this change is to add funding in the amount of \$248,400. This covers Maintenance and Operations Developer, Maintenance and Enhancements Developer, and Business/Quality Analyst. For further information and review please see the attached SOW.

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

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Katherine Armstrong	231-258-2711 x 6543	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: VMS MOE Change Request #7	Period of Coverage: July 1, 2024-October 7, 2024
Requesting Department: Department of Natural Resources, Forest Resources	Date: 06/11/2024
Agency Project Manager: Brenda Haskill	Phone: 989-370-9557
DTMB Project Manager: Laura Brancheau	Phone:

Brief description of services to be provided:

BACKGROUND:

The VMS Maintenance, Operations, and Enhancement (MOE) work is part of the MiFI Rewrite contract. This Change Requests extends VMS MOE through October 7, 2024. The October 7 cut off restricts the financial capacity to fit the budget. A subsequent change request will further extend the VMS MOE into Fiscal Year 2025.

PROJECT OBJECTIVE:

The primary purpose of maintenance on VMS is to prevent program failure. The secondary goals are to reduce field staff inefficiencies and enhance customer relationships. After the release of VMS 7.4 in December 2022, an 18-month maintenance contract was signed with only 1.25 resources assigned to the VMS application suite. For the first year of maintenance on a large-scale application, this resourcing was insufficient for ongoing maintenance needs and addressing issues in the backlog.

SCOPE OF WORK:

- . The following resourcing are agreed upon from July through October 7, 2024:
 1. **Maintenance and Operations Developer** – The majority of work done during the maintenance period has been on operations. This includes day-to-day technical requirements such as security scan responses, server upgrades, monthly data fixes, configuration management, and high-priority production bugs. At least one dedicated resource is required to prevent catastrophic system failure.
 2. **Maintenance and Enhancements Developer** – A significant amount of work is required to ensure the VMS application suite is functioning as desired. During development, the users discovered new business needs. Some business needs have been captured in bug or story tickets in the development backlog. Due to insufficient resources, these issues have not been addressed. Additionally, the

STATEMENT OF WORK - IT CHANGE NOTICE

lack of resources has discouraged discovery work to document known areas of improvement.

3. **Business/Quality Analyst** – The VMS suite should be supported by a Business/Quality Analyst to assist in training, communications, requirements discovery, test management, and documentation.

TASKS:

Technical support is required to assist with the following tasks:

. The following resourcing are agreed upon from July through October 7, 2024:

1. **Maintenance and Operations Developer** – The majority of work done during the maintenance period has been on operations. This includes day-to-day technical requirements such as security scan responses, server upgrades, monthly data fixes, configuration management, and high-priority production bugs. At least one dedicated resource is required to prevent catastrophic system failure.
2. **Maintenance and Enhancements Developer** – A significant amount of work is required to ensure the VMS application suite is functioning as desired. During development, the users discovered new business needs. Some business needs have been captured in bug or story tickets in the development backlog. Due to insufficient resources, these issues have not been addressed. Additionally, the lack of resources has discouraged discovery work to document known areas of improvement.
3. **Business/Quality Analyst** – The VMS suite should be supported by a Business/Quality Analyst to assist in training, communications, requirements discovery, test management, and documentation.

RATE CARD

DNR, DTMB, and KL&A have discussed and approved rate changes on the MiFI contract. Initial Development and Implementation must continue to be billed under the original rate card in the Contract. Further Maintenance, Support and Enhancements will be billed under the following rate card:

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Staffing Category	Hourly Rate (\$)
Agile Team Lead	\$180.00
Business Analyst	\$150.00
Business Analyst Lead	\$180.00
Consultant	\$225.00
Contract Administrator	\$175.00
Data Architect	\$180.00
Data Migration / Conversion Lead	\$180.00
Database Administrator/Developer	\$155.00
Developer/Programmer	\$150.00
Functional Lead	\$180.00
GIS Specialist	\$200.00
Help Desk Technician	\$100.00
Integration / Interface Lead	\$180.00
Network Engineer	\$175.00
Organizational Change Management	\$225.00
Organizational Change Management Lead	\$300.00
Production Support Engineer	\$180.00
Program Manager	\$250.00
Project Director / Partner	\$400.00
Project Manager	\$200.00

STATEMENT OF WORK - IT CHANGE NOTICE

QA Test Lead	\$180.00
QA Tester	\$135.00
Scrum Master	\$180.00
Security Officer / Lead	\$200.00
Service Manager	\$180.00
Solution Architect	\$225.00
Sr. Consultant	\$300.00
Subject Matter Expert	\$200.00
Technical Architect	\$180.00
Technical Lead	\$180.00
Technical Writer	\$125.00
Trainer	\$130.00
Training Lead	\$180.00
UI/UX Specialist	\$200.00

DELIVERABLES:

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

Ensure the VMS application suite is functioning as desired. During development, the users discovered new business needs. Some business needs have been captured in bug or story tickets in the development backlog. Due to insufficient resources, these issues have not been addressed. Additionally, the lack of resources has discouraged discovery work to document known areas of improvement.

STATEMENT OF WORK - IT CHANGE NOTICE

Areas of priority outside of general maintenance and support are three main development pieces and are listed in order of priority:

1. Reconciliation report development to allow DNR forest resources division program services staff the ability to reconcile VMS with SIGMA accounting specifically related to the timber bond funds. This reporting capability will begin but will not be fully accomplished before the end of this change notice.
2. Complete work allowing for full functionality of the timber reporting tools necessary for year-end reporting.
3. Continue work to determine future functionality of the VMS field inspection tool on staff Android phones.

Sprint	Duration	Start	End
Sprint 8.4.1	8 days	Mon 7/1/24	Thu 07/11/24
Sprint 8.4.2	10 days	Fri 7/12/24	Thu 07/25/24
Sprint 8.4.3	10 days	Fri 7/26/24	Thu 08/8/24
Sprint 8.4.4	10 days	Fri 8/9/24	Thu 08/22/24
Sprint 8.4.5	14 days	Fri 8/23/24	Thu 09/12/24
Sprint 8.4.6	10 days	Fri 9/13/24	Thu 09/26/24
Sprint 8.4.7 Start*	7 days	Fri 9/27/24	Thu 10/07/24

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

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PAYMENT SCHEDULE:

The invoicing schedule is based on the number of working days and hourly rates of each resource. For a breakdown of resource workdays each month, see the section on Changes to Project Staffing.

New line items will be invoiced for the following periods:

Invoice Date	Line Items	Invoice Amount
8/1/24	July 2024 VMS MOE	\$ 79,200.00
9/2/24	August 2024 VMS MOE	\$ 79,200.00
10/1/24	September 2024 VMS MOE	\$ 72,000.00
11/1/24	October 2024 VMS MOE	\$ 18,000.00
Total		\$ 248,400.00

Payment will be made on a monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name Brenda Haskill
 Department Natural Resources
 Area Constitution Hall
 Building/Floor 4th
 Address
 City/State/Zip Lansing, MI 48909
 Phone Number 989-370-9557

STATEMENT OF WORK - IT CHANGE NOTICE

Fax Number
Email Address HaskillB@michigan.gov

The designated DTMB Project Manager is:

Name Laura Brancheau
Department DTMB
Area
Building/Floor
Address
City/State/Zip
Phone Number 517-618-9646
Fax Number
Email Address BrancheauL@michigan.gov

AGENCY RESPONSIBILITIES:

Support, monitor, and maintain work flow is progressing and deliverables moving forward.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:
Kunz Leigh and Associations office, 2164 University Park Dr.
Okemos, MI 48864

STATEMENT OF WORK - IT CHANGE NOTICE

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

This purchase order is a release from Contract Number 210000001344. This purchase order, statement of work, and the terms and conditions of Contract Number 210000001344 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **210000001344**

CONTRACTOR	KUNZ LEIGH & ASSOCIATES INC
	28081 Southfield Road
	Lathrup Village, MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
CV0036059	

STATE	Program Manager	Various	DNR
	Contract Administrator	Sarah Platte	DTMB
		517-219-2406 plattes3@michigan.gov	

CONTRACT SUMMARY

DNR MIFI REWRITE AND MIFI & VMS MAINTENANCE, OPERATIONS, AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 8, 2021	September 8, 2026	5 - 1 Year	September 8, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 8, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,329,400.00	\$625,600.00	\$3,955,000.00		

DESCRIPTION

Effective 4/9/2024, the parties add the attached Statement of Work for the purpose of providing a rewrite of the Department of Natural Resource's Michigan Forest Inventory (MiFI) and MiFI Mobile systems. The State also adds \$625,600.00 in funding to support the tasks that will be completed in the Statement of work.

All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement Services, and State Administrative Board approval on 4/9/2024.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Katherine Armstrong	231-258-2711 x 6543	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Michigan Forest Inventory (MiFI Rewrite)	Period of Coverage: Through September 8, 2026
Requesting Department: DNR	Date: 2/14/2024
Agency Project Manager: Katie Armstrong	Phone: 231-342-9737
DTMB Project Manager: Cheryl Granger	Phone: 810-853-5039

Brief description of services to be provided:

BACKGROUND:

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use, and enjoyment of the state’s natural and cultural resources of current and future generations. Management of state forest, parks, and game area lands is dependent upon a current inventory of forest resources, which is accomplished with the Michigan Forest Inventory (MiFI) system. MiFI and the Vegetation Management System support a critical business function of the DNR in the form of forest inventory, prescription of forest treatments and execution of commercial timber sales, which annually provide about \$50 million in revenue to the DNR.

PROJECT OBJECTIVE:

Contractor will provide a rewrite of DNR’s Michigan Forest Inventory (MiFI) and MiFI Mobile systems.

SCOPE OF WORK:

Extend MiFI development schedule by 10 sprints and adjust project staffing for sprints 43-60. See Project Plan.

TASKS:

Technical support is required to assist with the following tasks: See Project Plan.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include: See Project Plan.

ACCEPTANCE CRITERIA:

As defined in Contract 210000001344.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

STATEMENT OF WORK - IT CHANGE NOTICE

3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a Monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Katie Armstrong
Department of Natural Resources, Forest Resources Division
DNR Customer Service Center
2122 M37
Traverse City, MI 49685
231-342-9737
armstrongk@michigan.gov

The designated DTMB Project Manager is:

Cheryl Granger
DTMB/CSS
Con Hall/Atrium
525 W. Allegan
Lansing, MI 48933
810-853-5039
GrangerC1@Michigan.gov

AGENCY RESPONSIBILITIES:

Work with KL&A to define capacity requirements and assist with user acceptance testing.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

STATEMENT OF WORK - IT CHANGE NOTICE

Consultants will work at:

Kunz, Leigh & Associates
28081 Southfield Road
Lathrup Village, MI 48076-2816

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

This purchase order is a release from Contract Number 210000001344. This purchase order, statement of work, and the terms and conditions of Contract Number 210000001344 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN (MiFI Rewrite Change Request #6):

1. Overview

The MiFI Rewrite contract incorporates agreements involving multiple State-owned applications developed by KL&A, including the MiFI rewrite, MiFI Mobile, and the VMS suite of applications.

1. Extend MiFI development schedule by 10 sprints (sprints 51-60)
2. Continue subsequent work with the same number of resources currently allocated.

The purpose of this change request is to seek approval for an additional 10 sprints to the current 50-sprint contract for the custom software development project for the state government. The original contract afforded 40 sprints. A change request has subsequently added 10 sprints. According to KL&A's forecasting data, an additional 10 sprints are needed to complete the MiFI Rewrite project. Additionally, with the current arrangements, one developer is only allocated to the project through sprint 46. To ensure a timely completion of the project before the end of the 2024 fiscal year, KL&A requests this developer to remain on the project for all 60 sprints.

The primary driver for this request is the complexity of the application and its associated testing requirements, which puts the required sprints closer to the original bid opposed to the sprints allotted in the contract. The original bid for the contract was valued more than double the signed contract. Below is a summary of the justification for this change request:

1. Original Scope Estimation: The original estimate for the MiFI project was approximately double the cost of the signed contract. Due to budget constraints at the time, DNR and DTMB opted to sign a contract covering only half of the anticipated sprints. Both parties acknowledged and understood that additional funds would likely be required in the future to fully address the project's needs and complexities. The current change request for additional sprints aligns with this initial understanding, aiming to secure the necessary resources to ensure the successful completion and delivery of a high-quality custom software solution for the state government.

STATEMENT OF WORK - IT CHANGE NOTICE

Total Contract Value

Record	Amount
Current Contract Value	\$2,448,000.00
Contract Extension	\$625,600.00
Total	\$3,073,600.00

Compared to Original Bid

Record	Amount
Original Bid	\$4,089,800.00
Current Value + Extension	\$3,073,600.00
Difference	\$1,016,200.00..

2. **Overextended Resources:** After assessing the resource allocation over the duration of the project, KL&A has determined more sprints are needed to complete the project requirements. The number of resources allocated to the project by the original contract is insufficient for the workload. More time and resources are necessary for the development and testing of the MiFI application, and its integration with VMS and the mobile application.
3. **Testing Complexity:** Due to the nature of the application, the testing requires substantial time for writing test cases, addressing fringe cases, and triaging UAT responses. Comprehensive testing is crucial to ensure the software meets the required quality standards and functions seamlessly. The additional sprints will provide the team with the time needed to conduct thorough testing, identify potential issues, and resolve them before the software is deployed.
4. **Database changes:** The state government has made changes to the database, which have resulted in about 6 sprints of work for the KL&A developers. While these changes are not the primary driver for the request, they have contributed to the need for additional time. The extra sprints will help the team in adjusting the software to accommodate these changes and ensure successful integration and functioning.

The approval of this change request for an additional 10 sprints will enable our team to address the complexities of the application, conduct comprehensive testing, and adapt to the database changes, ultimately ensuring the delivery of a high-quality custom software solution for the state government. KL&A will also need to employ more time from a GIS analyst to perform the necessary work in supporting the requirements review development and testing activities.

This Change Request does not require any changes to the scope of the MiFI project.

STATEMENT OF WORK - IT CHANGE NOTICE

2. Changes to Budget

Set 1: The following role will be added to Sprints 47-50:

#	Resource	% time	Hours in a 2-week sprint	Hourly Rate	Sprint Total
1	Developer/Programmer	100	80	\$130.00	\$10,400.00
				Total	\$10,400.00

Set 2: The following roles will be added to Sprints 51-60:

#	Resource	%time	Hours in a 2-week sprint	Hourly Rate	Sprint Total
1	Project Manager	100	80	\$175.00	\$14,000.00
1	Technical Lead/Solution Architect	100	80	\$150.00	\$12,000.00
2	Developer/Programmer	100	160	\$130.00	\$20,800.00
1	Business Analyst	100	80	\$ 130.00	\$10,400.00
1	GIS Specialist	10	8	\$ 150.00	\$1,200.00
				Total	\$58,400.00

Cumulative: Total cost for additional resources and sprints:

Item	Resources	Sprints	Cost per Sprint	Number of Sprints	Item Total
Set 1	1 Developer	47-50	\$10,400.00	4	\$41,600.00
Set 2	Full Project Team	51-60	\$58,400.00	10	\$584,000.00
				Total	\$625,600.00

3. Changes to Project Staffing

Start Date	End Date	Sprint	Planned Resources	Additional Resources	Total Resources
10/18/23	10/31/23	43	5.1	0	5.1
11/1/23	11/15/23	44	5.1	0	5.1
11/16/23	12/1/23	45	5.1	0	5.1
12/4/23	12/15/23	46	5.1	0	5.1
12/18/23	1/4/24	47	4.1	1	5.1
1/5/24	1/19/24	48	4.1	1	5.1
1/22/24	2/2/24	49	4.1	1	5.1
2/5/24	2/16/24	50	4.1	1	5.1
2/20/24	3/4/24	51	0	5.1	5.1

STATEMENT OF WORK - IT CHANGE NOTICE

3/5/24	3/18/24	52	0	5.1	5.1
3/19/24	4/1/24	53	0	5.1	5.1
4/2/24	4/15/24	54	0	5.1	5.1
4/16/24	4/29/24	55	0	5.1	5.1
4/30/24	5/13/24	56	0	5.1	5.1
5/14/24	5/28/24	57	0	5.1	5.1
5/29/24	6/11/24	58	0	5.1	5.1
6/12/24	6/26/24	59	0	5.1	5.1
6/27/24	7/11/24	60	0	5.1	5.1

4. Changes to Schedule

The following additional sprints will be included for the development of the MiFI Rewrite and MiFI Mobile applications:

Sprint	Duration	Start	End
Sprint 41	10 days	Wed 9/20/23	Tue 10/3/2023
Sprint 42	10 days	Wed 10/4/23	Tue 10/17/2023
Sprint 43	10 days	Wed 10/18/23	Tue 10/31/2023
Sprint 44	10 days	Wed 11/1/23	Wed 11/15/23
Checkpoint 11	1 day	Thu 11/16/23	Thu 11/16/23
Sprint 45	10 days	Thu 11/16/23	Fri 12/1/23
Sprint 46	10 days	Mon 12/4/23	Fri 12/15/23
Sprint 47	10 days	Mon 12/18/23	Thu 1/4/24
Sprint 48	10 days	Fri 1/5/24	Fri 1/19/24
Checkpoint 12	1 day	Mon 1/22/24	Mon 1/22/24
Sprint 49	10 days	Mon 1/22/24	Fri 2/2/24
Sprint 50	10 days	Mon 2/5/24	Fri 2/16/24
New Sprints:			
Sprint 51	10 days	Tue 2/20/24	Mon 3/4/24
Sprint 52	10 days	Tue 3/5/24	Mon 3/18/24
Checkpoint 13	1 day	Tue 3/19/24	Tue 3/19/24
Sprint 53	10 days	Tue 3/19/24	Mon 4/1/24
Sprint 54	10 days	Tue 4/2/24	Mon 4/15/24
Sprint 55	10 days	Tue 4/16/24	Mon 4/29/24
Sprint 56	10 days	Tue 4/30/24	Mon 5/13/24
Checkpoint 14	1 day	Tue 5/14/24	Tue 5/14/24

STATEMENT OF WORK - IT CHANGE NOTICE

Sprint 57	10 days	Tue 5/14/24	Tue 5/28/24
Sprint 58	10 days	Wed 5/29/24	Tue 6/11/24
Sprint 59	10 days	Wed 6/12/24	Wed 6/26/24
Sprint 60	10 days	Thu 6/27/24	Thu 7/11/24

5. Changes to Invoicing Schedule

New line items will be invoiced for the following sprints:

Invoice Date	Invoice Amount	Line Items	Line Item Cost
2/1/24	\$ 20,800.00	Sprint 47 – Extra Developer Sprint 48 – Extra Developer	\$ 10,400.00 \$ 10,400.00
3/1/24	\$ 20,800.00	Sprint 49 – Extra Developer Sprint 50 – Extra Developer	\$ 10,400.00 \$ 10,400.00
4/1/24	\$ 116,800.00	Sprint 51 – MiFI Sprint 52 – MiFI	\$ 58,400.00 \$ 58,400.00
5/1/24	\$ 175,200.00	Sprint 53 – MiFI Sprint 54 – MiFI Sprint 55 – MiFI	\$ 58,400.00 \$ 58,400.00 \$ 58,400.00
6/3/24	\$ 116,800.00	Sprint 56 – MiFI Sprint 57 – MiFI	\$ 58,400.00 \$ 58,400.00
7/1/24	\$ 116,800.00	Sprint 58 – MiFI Sprint 59 – MiFI	\$ 58,400.00 \$ 58,400.00
8/1/24	\$ 58,400.00	Sprint 60 – MiFI	\$ 58,400.00
Total	\$ 625,600.00		\$ 625,600.00



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **210000001344**

CONTRACTOR	KUNZ LEIGH & ASSOCIATES INC
	28081 Southfield Road
	Lathrup Village, MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
CV0036059	

STATE	Program Manager	Various	DNR
	Contract Administrator	Sarah Platte	DTMB
		517-219-2406 plattes3@michigan.gov	

CONTRACT SUMMARY

DNR MIFI REWRITE AND MIFI & VMS MAINTENANCE, OPERATIONS, AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 8, 2021	September 8, 2026	5 - 1 Year	September 8, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 8, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,849,400.00	\$480,000.00	\$3,329,400.00		

DESCRIPTION

Effective 7/25/2023, the parties add the attached Statement of Work for the purpose of adding 10 additional sprints to the Contract to rewrite the Department of Natural Resources Michigan Forest Inventory (MiFI) system. The State adds \$480,000.00 in funding to support the work that will be completed in this Change Notice

All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement Services, and State Administrative Board approval on 7/25/2023.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Katherine Armstrong	231-258-2711 x 6543	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Michigan Forest Inventory (MiFI Rewrite)	Period of Coverage: Through September 8, 2026
Requesting Department: DNR	Date: 6/20/2023
Agency Project Manager: Katie Armstrong	Phone: 231-342-9737
DTMB Project Manager: Cheryl Granger	Phone: 810-853-5039

Brief description of services to be provided:

BACKGROUND:

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use, and enjoyment of the state’s natural and cultural resources of current and future generations. Management of state forest, parks and game area lands is dependent upon a current inventory of forest resources, which is accomplished with the Michigan Forest Inventory (MiFI) system. MiFI and the Vegetation Management System support a critical business function of the DNR in the form of forest inventory, prescription of forest treatments and execution of commercial timber sales, which annually provide about \$50 million in revenue to the DNR.

PROJECT OBJECTIVE:

Contractor will provide a rewrite of DNR’s Michigan Forest Inventory (MiFI) system.

SCOPE OF WORK:

See attached MiFI Rewrite Change Request #4. This change will add 10 sprints to the project.

TASKS:

Technical support is required to assist with the following tasks:

See attached MiFI Rewrite Change Request #4.

DELIVERABLES:

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

See attached MiFI Rewrite Change Request #4.

ACCEPTANCE CRITERIA:

As defined in Contract 210000001344.

STATEMENT OF WORK - IT CHANGE NOTICE

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a Monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

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

STATEMENT OF WORK - IT CHANGE NOTICE

PROJECT CONTACTS:

The designated Agency Project Manager is:

Katie Armstrong
Department of Natural Resources, Forest Resources Division
DNR Customer Service Center
2122 M37
Traverse City, MI 49685
231-342-9737
armstrongk@michigan.gov

The designated DTMB Project Manager is:

Cheryl Granger
DTMB/CSS
Con Hall/Atrium
525 W. Allegan
Lansing, MI 48933
810-853-5039
Grangerc1@Michigan.gov

AGENCY RESPONSIBILITIES:

Work with KL&A to define capacity requirements and assist with user acceptance testing.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:
Kunz, Leigh & Associates
28081 Southfield Road
Lathrup Village, MI 48076-2816

STATEMENT OF WORK - IT CHANGE NOTICE

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

This purchase order is a release from Contract Number 210000001344. This purchase order, statement of work, and the terms and conditions of Contract Number 210000001344 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

MiFI Rewrite

The following additional sprints will be added for the development of the MiFI Web Application:

Sprint	Duration	Start	End
Sprint 41	10 days	Wed 9/20/23	Tue 10/3/2023
Sprint 42	10 days	Wed 10/4/23	Tue 10/17/2023
Sprint 43	10 days	Wed 10/18/23	Tue 10/31/2023
Sprint 44	10 days	Wed 11/1/23	Wed 11/15/23
Checkpoint 11	1 day	Thu 11/16/23	Thu 11/16/23
Sprint 45	10 days	Thu 11/16/23	Fri 12/1/23
Sprint 46	10 days	Mon 12/4/23	Mon 12/18/23
Sprint 47	10 days	Tue 12/19/23	Fri 1/5/24
Sprint 48	10 days	Mon 1/8/24	Mon 1/22/24
Checkpoint 12	1 day	Tue 1/23/24	Tue 1/23/24
Sprint 49	10 days	Tue 1/23/24	Mon 2/5/24
Sprint 50	10 days	Tue 2/6/24	Tue 2/20/24

State of Michigan
Michigan Forest Inventory (MiFI Rewrite)
Project Change Control & Approval
MiFI Rewrite Change Request #4

General Information

System or Project ID/Acronym:	MiFI	Creation Date:	5/15/2023
Client Agency:	DNR/DTMB	Modification Date:	6/12/2023
Author(s):	Ryan Brewer, KL&A	DTMB Authorized by:	Laura Brancheau, DTMB

Privacy Information

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

Change Control

Revision Date	Author	Section(s)	Summary
5/15/2023	Ryan Brewer, KL&A	All	Document creation
5/30/2023	Ryan Brewer, KL&A	Sections 1, 2, 5	Removed QA Analyst role, added GIS Specialist
6/12/2023	Ryan Brewer, KL&A	Sections 1, 2	Removed language about QA Analyst, changed sprints 41-60 to 41-50, renumbered sections

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1. Overview

The MiFI Mobile re-write contract incorporates agreements involving multiple State-owned applications developed by KL&A, including the MiFI rewrite, MiFI Mobile (MM), and the VMS suite of applications.

The purpose of this change request is to seek approval for an additional 10 sprints to the current 40- sprint contract for the custom software development project for the state government. A future Change Request will provide up to an additional 10 sprints for a prospective total of 60 sprints. The primary driver for this request is the complexity of the application and its associated testing requirements, which puts the required sprints closer to the original bid opposed to the sprints allotted in the contract. The original bid for the contract was valued more than double the signed contract. Additionally, the database changes have contributed to the need for extra time. Below is a summary of the justification for this change request:

1. **Original Scope Estimation:** The original estimate for the MiFI project was approximately double the cost of the signed contract. Due to budget constraints at the time, DNR and DTMB opted to sign a contract covering only half of the anticipated sprints. Both parties acknowledged and understood that additional funds would likely be required in the future to fully address the project's needs and complexities. The current change request for additional sprints aligns with this initial understanding, aiming to secure the necessary resources to ensure the successful completion and delivery of a high-quality custom software solution for the state government.

Record	Amount
Original Contract	\$1,968,000.00
Contract Extension	\$ 480,000.00
Total	\$2,448,000.00

Record	Amount
Original Bid	\$4,089,800.00
Original Contract + Extension	\$2,448,000.00
Difference	\$1,641,800.00

2. **Overextended Resources:** After assessing the resource allocation over the duration of the project, KL&A has determined more sprints are needed to complete the project requirements. The amount of resources allocated to the project by the original contract is insufficient for the workload. More time and resources are necessary for the development and testing of the MiFI application, and its integration with VMS and the mobile application.
3. **Testing Complexity:** Due to the nature of the application, the testing requires substantial time for writing test cases, addressing fringe cases, and triaging UAT responses. Comprehensive testing is crucial to ensure the software meets the required quality standards and functions seamlessly. The additional sprints will provide the team with the time needed to conduct thorough testing, identify potential issues, and resolve them before the software is deployed.
4. **Database Changes:** The state government has made changes to the database, which have resulted in about 6 sprints worth of work for the KL&A developers. While these changes are not

the primary driver for the request, they have contributed to the need for additional time. The extra sprints will help the team in adjusting the software to accommodate these changes and ensure successful integration and functioning.

The approval of this change request for an additional 10 sprints will enable our team to address the complexities of the application, conduct comprehensive testing, and adapt to the database changes, ultimately ensuring the delivery of a high-quality custom software solution for the state government. KL&A will also need to employ more time from a GIS analyst to perform the necessary work in supporting the requirements review development and testing activities.

This Change Request does not require any changes to the scope of the MiFI project.

2. Changes to Project Staffing

The following roles will be filled for the extended Sprints (41-50):

#	Resource	% time	Hours in a 2-week sprint	Hourly Rate	Sprint Total
1	Project Manager	100	80	\$ 175.00	\$ 14,000.00
1	Technical Lead/Solution Architect	100	80	\$ 150.00	\$ 12,000.00
1	Developer/Programmer	100	80	\$ 130.00	\$ 10,400.00
1	Business Analyst	100	80	\$ 130.00	\$ 10,400.00
1	GIS Specialist	10	8	\$ 150.00	\$ 1,200.00
				Total	\$ 48,000.00

3. Changes to Schedule

MiFI Mobile

No additional time will be required for the development of the MiFI Mobile application. Any changes to resources will be addressed in a zero dollar change request.

MiFI Rewrite

The following additional sprints will be added for the development of the MiFI Web Application:

Sprint	Duration	Start	End
Sprint 41	10 days	Wed 9/20/23	Tue 10/3/2023
Sprint 42	10 days	Wed 10/4/23	Tue 10/17/2023
Sprint 43	10 days	Wed 10/18/23	Tue 10/31/2023
Sprint 44	10 days	Wed 11/1/23	Wed 11/15/23

Checkpoint 11	1 day	Thu 11/16/23	Thu 11/16/23
Sprint 45	10 days	Thu 11/16/23	Fri 12/1/23
Sprint 46	10 days	Mon 12/4/23	Mon 12/18/23
Sprint 47	10 days	Tue 12/19/23	Fri 1/5/24
Sprint 48	10 days	Mon 1/8/24	Mon 1/22/24
Checkpoint 12	1 day	Tue 1/23/24	Tue 1/23/24
Sprint 49	10 days	Tue 1/23/24	Mon 2/5/24
Sprint 50	10 days	Tue 2/6/24	Tue 2/20/24

4. Changes to Budget

Line items will be invoiced for the additional sprints:

Invoice Date	Invoice Amount	Line Items	Line Item Cost
11/1/23	\$144,000.00	Sprint 41 – MiFI Sprint 42 – MiFI Sprint 43 – MiFI	\$48,000.00 \$48,000.00 \$48,000.00
12/1/23	\$48,000.00	Sprint 44 – MiFI	\$48,000.00
1/2/24	\$96,000.00	Sprint 45 – MiFI Sprint 46 – MiFI	\$48,000.00 \$48,000.00
2/1/24	\$96,000.00	Sprint 47 – MiFI Sprint 48 – MiFI	\$48,000.00 \$48,000.00
3/1/24	\$96,000.00	Sprint 49 – MiFI Sprint 50 – MiFI	\$48,000.00 \$48,000.00
Total	\$480,000.00		



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **210000001344**

CONTRACTOR	KUNZ LEIGH & ASSOCIATES INC
	28081 Southfield Road
	Lathrup Village, MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
	CV0036059

STATE	Program Manager	Various	DNR
	Contract Administrator	Sarah Platte	DTMB
		517-219-2406 plattes3@michigan.gov	

CONTRACT SUMMARY

DNR MIFI REWRITE AND MIFI & VMS MAINTENANCE, OPERATIONS, AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 8, 2021	September 8, 2026	5 - 1 Year	September 8, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 8, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,849,400.00	\$0.00	\$2,849,400.00		

DESCRIPTION

Effective 5/8/2023, the parties first add the attached Exhibit to the Contract. This addition is being added to correct the error of excluding the Exhibit from Change Notice # 2. It is a zero dollar Contract change.

Secondly, the parties add Exhibit 1 to support the Contract change.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 1/3/2023.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Katherine Armstrong	231-258-2711 x 6543	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

Issue key	Summary	Category	Release Date	Created	1-Year Warranty	Issue Type	Priority	Status	Inward issue link (Cloners)	Inward issue link (Defect (migrated))	Outward issue link (Duplicate)	Inward issue link (Relates)	Inward issue link (Relates)	Inward issue link (Test)	Sprint	Creator	Creator Id	Custom field (Epic Link)
VMS-4741	Proposal Status Long Description	S3 - Minor Error	1/24/2019	6/8/2020	No	Bug	Low	Draft							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-4888	Bid Summary Reports missing Posted By and Posted On	S2 - System Defect w/ Work-Around	9/7/2020	8/4/2020	Yes	Bug	Low	Draft							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	
VMS-5026	Summary Stats Display for Multiple TSale Files	S3 - Minor Error	8/26/2019	10/12/2020	No	Bug	Low	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-5065	Purchaser Reports - 'Contracts Active During' Criteria Functionality	S3 - Minor Error	9/7/2020	10/28/2020	Yes	Bug	High	Draft							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	
VMS-5080	Revisions Missing Header Information	S1 - Business Critical Failure	2/10/2020	11/9/2020	Yes	Bug	Low	Draft							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-5124	Prepared Timber Sales by Fiscal Year - PDF Report Issues	S2 - System Defect w/ Work-Around	9/7/2020	12/9/2020	Yes	Bug	High	MDNR Approved							7.4.13	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	VMS-6046
VMS-5137	Prospectus Mailing List, Customer ID Values	S2 - System Defect w/ Work-Around	8/26/2019	12/15/2020	No	Bug	High	In Progress							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	VMS-3797

VMS-5151	Update to Customer Bonds Panel, Total Bond Amount Required Calculation	S2 - System Defect w/ Work-Around	2/10/2020	12/18/2020	Yes	Bug	Medium	Draft						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-5163	Prospectus Module -> Bid Open Panel	S2 - System Defect w/ Work-Around	1/24/2019	12/28/2020	No	Bug	Medium	Draft						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b
VMS-5167	Invoice Status Not Displaying Correctly Past Finalized.	S1 - Business Critical Failure	1/24/2019	12/29/2020	No	Bug	High	Draft						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-5308	Customer Fee Waivers Panel - Customer Header Badge Count	S2 - System Defect w/ Work-Around	4/3/2019	1/25/2021	No	Bug	Medium	Draft						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-5317	Display Asterisk on Amended Contract PU Row	S1 - Business Critical Failure	5/28/2020	1/27/2021	Yes	Bug	Medium	MDNR Approved						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-5321	Proposal Report Display of Mobile Map Cruise Data	S1 - Business Critical Failure	9/7/2020	1/28/2021	Yes	Bug	Low	Draft				VMS-5112		Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-5396	Refund Approved Email Body - Contact Information	S2 - System Defect w/ Work-Around	9/7/2020	2/22/2021	Yes	Bug	High	MDNR Approved						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022

VMS-5418	Contract/Proposal Discontinued, Treatments List Email	S2 - System Defect w/ Work-Around	2/11/2021	3/1/2021	Yes	Bug	Low	Needs Work							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	
VMS-5442	Contract Search screen 'X' in for Search Criteria	S2 - System Defect w/ Work-Around	5/28/2020	3/15/2021	Yes	Bug	Low	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	
VMS-5446	Timber Sale Trends Report - Validation Missing on Required Fields	S2 - System Defect w/ Work-Around	2/11/2021	3/17/2021	Yes	Bug	Medium	Draft							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	
VMS-5458	Volume (undifferentiated) from Timber Cruise Import	S1 - Business Critical Failure	9/7/2020	3/22/2021	Yes	Bug	High	Draft							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	
VMS-5489	Policy Fee Waiver Comment inconsistency	S2 - System Defect w/ Work-Around	4/3/2019	4/5/2021	No	Bug	Low	MDNR Approved							Bug Bash	D Asselin	557058:a2d6297c-dce9-451d-8de7-1ca331ee34a4	
VMS-5491	TSS Force Close Contract On Reassignment	S2 - System Defect w/ Work-Around	5/28/2020	4/6/2021	Yes	Bug	Low	Draft							Bug Bash	Garrett Radford	557058:08f24577-e3f3-4708-b1fb-e6487e3e9c16	VMS-4143
VMS-5562	DNR Contract Award Extension Letter	S2 - System Defect w/ Work-Around	9/7/2020	5/17/2021	Yes	Bug	Low	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	

VMS-5618	Contract Inspectors receive Contract Emails	S2 - System Defect w/ Work-Around	5/28/2020	6/2/2021	No	Bug	High	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-5628	Prospectus Pub to Bid Date check not using config variable	S1 - Business Critical Failure	1/24/2019	6/3/2021	No	Bug	High	Draft							Bug Bash	D Asselin	557058:a2d6297c-dce9-451d-8de7-1ca331ee34a4
VMS-5631	Prevent Contract Reassignment on MiCaRS Connection Error	S2 - System Defect w/ Work-Around	2/11/2021	6/4/2021	Yes	Bug	Medium	MDNR Approved							Bug Bash	Ryan Brewer	557058:59ddd9a3-2647-41e3-8669-9c424c0a3ea2
VMS-5680	Sales Report - Contract Closure Date	S2 - System Defect w/ Work-Around	2/11/2021	6/24/2021	Yes	Bug	High	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-5699	Auto-Expire Bond Logic Update for Contracts with Multiple Bonds	S2 - System Defect w/ Work-Around	9/7/2020	7/2/2021	Yes	Bug	High	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-5701	Expired Status Should Not be Applied to Draft Permits	S2 - System Defect w/ Work-Around	9/7/2020	7/2/2021	Yes	Bug	Medium	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-5728	Added a new, non-cash bond from a contract and \$0.00 was allocated	S2 - System Defect w/ Work-Around	9/7/2020	7/16/2021	Yes	Bug	Low	Draft							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022

VMS-5735	Empty TO field on proposal reviewer emails	S1 - Business Critical Failure	1/24/2019	7/19/2021	No	Bug	High	Needs Work							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-5739	Split Payment Unit's Display Incorrect Percent	S1 - Business Critical Failure	2/11/2021	7/20/2021	Yes	Bug	Medium	MDNR Approved							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-5850	Relationships section/panel in Customer	S2 - System Defect w/ Work-Around	2/11/2021	7/30/2021	Yes	Bug	Low	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-5852	Permit Screen >> Activity Panel	S2 - System Defect w/ Work-Around	2/11/2021	7/30/2021	Yes	Bug	Low	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-5856	Invoice rounding error - Display issue on invoice detail screen	S1 - Business Critical Failure	1/24/2019	8/2/2021	No	Bug	High	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-5867	Allocate to Released Permit shouldn't happen	S2 - System Defect w/ Work-Around	9/7/2020	8/3/2021	Yes	Bug	Medium	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-5919	Add Acres - Auto approval value off by one cent	S2 - System Defect w/ Work-Around	8/11/2021	8/19/2021	Yes	Bug	Low	MDNR Approved	VMS-6398						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022

VMS-5926	Closed Master Agreement Prevents SPA Edit	S2 - System Defect w/ Work-Around	12/9/2021	8/23/2021	Yes	UAT Defect	Major	To Do							Bug Bash	Ryan Brewer	557058:59 ddd9a3-2647-41e3-8669-9c424c0a3ea2	VMS-5932
VMS-5931	Refresh Master Agreement List	S2 - System Defect w/ Work-Around	12/9/2021	8/23/2021	Yes	UAT Defect	Major	To Do							Bug Bash	Ryan Brewer	557058:59 ddd9a3-2647-41e3-8669-9c424c0a3ea2	VMS-5932
VMS-5937	Apostrophe displays as ? in Prospectus had Skew Bid Item(s) Adjusted email	S3 - Minor Error	2/11/2021	8/31/2021	Yes	Bug	Low	To Do							Bug Bash	Douglas C. Heym	557058:c5 dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-5939	No Bid Timber Sales by Month and MU Table	S1 - Business Critical Failure	9/7/2020	8/31/2021	Yes	Bug	Medium	To Do							Bug Bash	Douglas C. Heym	557058:c5 dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-5940	Prospectus Emails Send Individually - Prevent Duplicates	S3 - Minor Error	2/11/2021	9/1/2021	Yes	Bug	Medium	To Do							Bug Bash	Jeremy Harder	557058:66 df061c-00c9-499f-a46a-031fdf89d022	
VMS-5961	Don't Expire Permits from a Re-allocation	S1 - Business Critical Failure	2/11/2021	9/13/2021	Yes	Bug	Medium	Needs Work							Bug Bash	Douglas C. Heym	557058:c5 dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-5971	Bilateral Amendment with Unilateral Letter	S2 - System Defect w/ Work-Around	2/11/2021	9/16/2021	Yes	Bug	High	To Do							Bug Bash	Douglas C. Heym	557058:c5 dd205c-c7cb-47f7-b471-bd0fdb5d23b	

VMS-5976	Receipt Screen - County	S2 - System Defect w/ Work-Around	9/7/2020	9/21/2021	No	Bug	Medium	To Do						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-6005	Set Receipt Status to NSF, but Activity Log item says the invoice was Voided	S2 - System Defect w/ Work-Around	9/7/2020	10/4/2021	No	Bug	Low	MDNR Approved						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-6048	Acres-Only Proposals with less than 1.0 acre	S1 - Business Critical Failure	2/11/2021	10/13/2021	Yes	Bug	Medium	Pre-JAD						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	
VMS-6056	Cords and Acres Report - Double counting scaled invoice volumes	S1 - Business Critical Failure	2/11/2021	10/19/2021	Yes	Bug	High	MDNR Approved						7.4.13	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	VMS-6046
VMS-6057	Harvested by Fiscal Year report	S2 - System Defect w/ Work-Around	2/11/2021	10/19/2021	Yes	Bug	High	To Do						7.4.13	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	VMS-6046
VMS-6058	Customer Invoice Letter in QA	S2 - System Defect w/ Work-Around	8/11/2021	10/19/2021	Yes	Bug	High	To Do						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-6067	Dashboard Deposit items should link to the Pending Deposits section of the work list.	S2 - System Defect w/ Work-Around	8/11/2021	10/22/2021	Yes	Bug	Low	To Do						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	

VMS-6071	Checklist Wizard => Return to Proposal	S2 - System Defect w/ Work-Around	12/9/2021	10/26/2021	Yes	Bug	High	To Do						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6086	OLB Sort Order on Bid Items	S3 - Minor Error	2/11/2021	11/9/2021	Yes	Bug	Low	To Do						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6087	Revision screen refresh	S2 - System Defect w/ Work-Around	2/11/2021	11/9/2021	Yes	Bug	High	MDNR Approved						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6095	Extension Fee and Amount mismatch due to rounding	S1 - Business Critical Failure	2/11/2021	11/16/2021	Yes	Bug	Medium	MDNR Approved						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-6097	Email notifications when MiFI edits are requested	S2 - System Defect w/ Work-Around	8/11/2021	11/17/2021	Yes	Bug	Low	MDNR Approved		VMSUAT-2931				Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-6100	TCR - Date Allocated Bug for Allocation Type Invoice	S1 - Business Critical Failure	2/11/2021	11/19/2021	Yes	Bug	Medium	MDNR Approved						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6103	Dashboard Item After MiFI Edits are Complete	S2 - System Defect w/ Work-Around	8/11/2021	11/24/2021	Yes	UAT Defect	Medium	MDNR Approved					VMSUAT-2981	Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022

VMS-6104	Split Payment Unit Form Actions After MiFI Edits	S2 - System Defect w/ Work-Around	8/11/2021	11/24/2021	Yes	Bug	Low	MDNR Approved						VMSUAT-2922	Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-6105	Add Acres Amendment Report - Species / Product Details	S1 - Business Critical Failure	8/11/2021	11/24/2021	Yes	UAT Defect	High	MDNR Approved						VMSUAT-2926	Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-6106	Worker's Disability Compensation Act Compliance is not attached	S1 - Business Critical Failure	2/11/2021	11/29/2021	Yes	Bug	Medium	To Do							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6124	Official Receipt - ACH Deposit Da	S2 - System Defect w/ Work-Around	8/11/2021	12/9/2021	Yes	Bug	Low	Draft							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6130	Annual/Trend - Timber Production Report in Build Reports fails	S1 - Business Critical Failure	2/11/2021	12/14/2021	Yes	Bug	High	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6153	Bid Instructions are repeated in prospectus report	S3 - Minor Error	2/11/2021	1/7/2022	Yes	Bug	Low	To Do							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6190	Activity Log - TSS Override on MIFI Edits	S3 - Minor Error	12/9/2021	1/26/2022	Yes	Bug	Low	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b

VMS-6194	Direct Sale Missing GC&R	S1 - Business Critical Failure	8/11/2021	1/31/2022	Yes	Bug	High	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6200	Update the 'Early Closure' logic to address the 'Removed' PU status	S2 - System Defect w/ Work-Around	8/11/2021	2/1/2022	Yes	Bug	Medium	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6204	Verification of Workers Comp - Question 3	S2 - System Defect w/ Work-Around	1/24/2019	2/1/2022	No	Bug	Low	To Do							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6218	Payment Unit X - Null Value in Harvested FY Causes Contract Closure to Fail	S1 - Business Critical Failure	2/11/2021	2/14/2022	No	Bug	Medium	To Do							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-6220	Prospectus Revision Report is including Removed Maps	S1 - Business Critical Failure	2/11/2021	2/15/2022	No	Bug	Low	To Do							Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022
VMS-6240	Checklist Wizard: Updated sale name	S2 - System Defect w/ Work-Around	12/9/2021	3/1/2022	Yes	Bug	Low	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6263	Customer Screen Phone Number Search	S2 - System Defect w/ Work-Around	12/9/2021	3/14/2022	Yes	Bug	Medium	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b

VMS-6273	All users with the contract-office role must receive the Amendment Execution email when a contract amendment is executed	S2 - System Defect w/ Work-Around	8/11/2021	3/22/2022	Yes	Bug	High	MDNR Approved							7.4.13	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-6280	Fuelwood Maps Lookup - Long Load Time	S3 - Minor Error	6/9/2022	3/28/2022	Yes	Bug	Low	To Do							Bug Bash	Garrett Radford	557058:08f24577-e3f3-4708-b1fb-e6487e3e9c16	VMS-762
VMS-6296	Build Report => Permit Report: Missing data	S1 - Business Critical Failure	2/11/2021	4/4/2022	No	Bug	Medium	MDNR Approved							Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b	
VMS-6302	Contract Execution Extensions - TSS Approval	S1 - Business Critical Failure	5/28/2020	4/6/2022	No	Bug	Medium	To Do							Bug Bash	D Asselin	557058:a2d6297c-dce9-451d-8de7-1ca331ee34a4	
VMS-6309	Proposal Increment - Sale Specs in Reverse Order	S2 - System Defect w/ Work-Around	12/9/2021	4/12/2022	Yes	Bug	High	MDNR Approved							7.4.12	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	VMS-3778
VMS-6310	VFI - Multiselect Scrolling Limited	S2 - System Defect w/ Work-Around	6/9/2022	4/12/2022	Yes	Bug	High	To Do							7.4.13	Ryan Brewer	557058:59ddd9a3-2647-41e3-8669-9c424c0a3ea2	VMS-770

VMS-6328	Enforce unique email address when activating/updating customer to prevent duplicate OLB/CUT accounts	S2 - System Defect w/ Work-Around	12/9/2021	4/25/2022	Yes	Bug	Low	Pre-JAD						Bug Bash	D Asselin	557058:a2d6297c-dce9-451d-8de7-1ca331ee34a4	
VMS-6349	Prevent Duplicate MFID Companies in Response Lists	S1 - Business Critical Failure	9/7/2020	5/6/2022	No	Bug	Low	To Do						Bug Bash	Ryan Brewer	557058:59ddd9a3-2647-41e3-8669-9c424c0a3ea2	VMS-5742
VMS-6353	Contract Execution Items - Mail Executed Contract - Green but hasn't been entered	S2 - System Defect w/ Work-Around	8/11/2021	5/10/2022	Yes	Bug	Medium	To Do						Bug Bash	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	
VMS-6374	Withdrawal timber sale text does not appear in Revision Notice	S2 - System Defect w/ Work-Around	2/11/2021	5/17/2022	No	Bug	Medium	To Do						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	
VMS-6377	Available at Minimum Report - Pointing to Wrong Advertised Price	S2 - System Defect w/ Work-Around	12/9/2021	5/27/2022	Yes	Bug	High	To Do				VMS-5425	VMS-5813	Bug Bash	Jake Reid	557058:b5afb06-d241-4bdd-b1da-273ee583534c	VMS-6381
VMS-6382	Build Report => Custom Price Report is not working	S2 - System Defect w/ Work-Around	12/9/2021	6/2/2022	Yes	Bug	Medium	To Do						Bug Bash	Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	

VMS-6389	Dashboard => Contract Award => Countersign Contract	S2 - System Defect w/ Work- Around	6/9/2022	6/9/2022	Yes	Bug	High	To Do						Bug Bash	Douglas C. Heym	557058:c5 dd205c- c7cb-47f7- b471- bd0fdb5d 23b	
VMS-6396	Cutting Without Paying Thru Date Wrong After Payment	S1 - Business Critical Failure	1/24/2019	6/15/2022	No	Bug	High	To Do						Bug Bash	D Asselin	557058:a2 d6297c- dce9-451d- 8de7- 1ca331ee3 4a4	
VMS-6401	GNA Details ==> Spa Mod	S3 - Minor Error	12/9/2021	6/17/2022	Yes	Bug	Low	MDNR Approved							Douglas C. Heym	557058:c5 dd205c- c7cb-47f7- b471- bd0fdb5d 23b	
VMS-6403	Reassignment letter template pulling wrong data	S2 - System Defect w/ Work- Around	2/10/2020	6/17/2022	No	Bug	Medium	To Do						Bug Bash	D Asselin	557058:a2 d6297c- dce9-451d- 8de7- 1ca331ee3 4a4	
VMS-6404	SPA Mod Not Set	S2 - System Defect w/ Work- Around	12/9/2021	6/17/2022	Yes	Bug	Low	MDNR Approved						Bug Bash	Ryan Brewer	557058:59 ddd9a3- 2647-41e3- 8669- 9c424c0a3 ea2	VMS- 5584
VMS-6419	Rotor Wing and a Prayer Orphaned Treatment	S1 - Business Critical Failure	8/11/2021	6/30/2022	Yes	Bug	High	To Do	VMS- 6422					7.4.13	Douglas C. Heym	557058:c5 dd205c- c7cb-47f7- b471- bd0fdb5d 23b	
VMS-6421	VMS ADA Compliance Review	S1 - Business Critical Failure	6/9/2022	7/1/2022	Yes	Bug	High	MDNR Approved						7.4.12	Ryan Brewer	557058:59 ddd9a3- 2647-41e3- 8669- 9c424c0a3 ea2	FP-212

VMS-6424	Withdrawn proposal causes Post Bid Open action to fail	S1 - Business Critical Failure	2/11/2021	7/7/2022	No	Bug	High	MDNR Approved							7.4.13	Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	
VMS-6426	Prepared by Fiscal Year - PDF output - Sale acres precision	S2 - System Defect w/ Work-Around	6/9/2022	7/7/2022	Yes	Bug	Low	MDNR Approved								Jeremy Harder	557058:66df061c-00c9-499f-a46a-031fdf89d022	VMS-6046
VMS-6429	Update Michigan.gov Links	S3 - Minor Error	6/9/2022	7/8/2022	Yes	Bug	Minor	MDNR Approved			VMS-6427				7.4.12	Garrett Radford	557058:08f24577-e3f3-4708-b1fb-e6487e3e9c16	VMS-616
VMS-6431	Execution Status Grid shows green for Mail Executed Contract, when there is no date.	S2 - System Defect w/ Work-Around	8/11/2021	7/8/2022	Yes	Bug	Medium	To Do								Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	
VMS-6432	Mail Executed Contract Toaster Message	S3 - Minor Error	2/11/2021	7/8/2022	No	Bug	Low	To Do								Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	
VMS-6433	Address is expired, but Default still active	S2 - System Defect w/ Work-Around	12/9/2021	7/11/2022	Yes	Bug	Low	To Do								Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	
VMS-6434	Registered Forester Status and Expiration Date - Not Set	S1 - Business Critical Failure	5/28/2020	7/12/2022	No	Bug	High	To Do								Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdbe5d23b	

VMS-6441	Contract Amendment Report Issue	S2 - System Defect w/ Work-Around	8/11/2021	7/18/2022	Yes	Bug	Low	To Do							Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6442	Contract Award Letter - [Contract - Latest Item Due Date]	S2 - System Defect w/ Work-Around	8/11/2021	7/18/2022	Yes	Bug	Medium	To Do							Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6443	Deer Park Jack Pine - Missing Treatments	S1 - Business Critical Failure	2/11/2021	7/20/2022	No	Bug	High	To Do							Jake Reid	557058:b5afb06-d241-4bdd-b1da-273ee583534c
VMS-6444	Dashboard => Contract Award => Due in XX Days	S2 - System Defect w/ Work-Around	8/11/2021	7/20/2022	Yes	Bug	Medium	To Do							Douglas C. Heym	557058:c5dd205c-c7cb-47f7-b471-bd0fdb5d23b
VMS-6445	Slow Search Screens	S3 - Minor Error	2/11/2021	7/21/2022	No	Wish List	Medium	To Do							Jake Reid	557058:b5afb06-d241-4bdd-b1da-273ee583534c

Release	Version	Production Install Date
1	5.1	7/26/2018
2	5.2	1/24/2019
3	5.3	4/3/2019
4	5.4	5/17/2019
5	5.5	8/26/2019
6	6.1	2/10/2020
7	6.2	5/28/2020
8	6.3	9/7/2020
9	6.4	2/11/2021
10	7.1	8/11/2021
11	7.2	12/9/2021
12	7.3	6/9/2022



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 210000001344

CONTRACTOR	KUNZ LEIGH & ASSOCIATES INC
	28081 Southfield Road
	Lathrup Village, MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
	CV0036059

STATE	Program Manager	Various	DNR
STATE	Contract Administrator	Sarah Platte	DTMB
		517-219-2406	
		plattes3@michigan.gov	

CONTRACT SUMMARY

DNR MIFI REWRITE AND MIFI & VMS MAINTENANCE, OPERATIONS, AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 8, 2021	September 8, 2026	5 - 1 Year	September 8, 2026

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,475,000.00	\$374,400.00	\$2,849,400.00		

DESCRIPTION

Effective 1/4/2023, this Contract is increased by \$374,400.00 for DNR Forest Resources Division use and the following amendment is incorporated to rewrite the MiFI Mobile application to remain compatible with changes to the MiFI web application and stay in compliance with ESRI's ArcGIS support roadmap.

Additionally, the follow amendment is incorporated into the Contract to move warranty and maintenance and operations from Contract #071B4300022 to the MiFI Contract #210000001344 and update the MiFI Project Manager to Ryan Brewer. No additional funds are needed, funds were added under Change Notice 1.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 1/3/2023.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Katherine Armstrong	231-342-9737	ARMSTRONGK@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Michigan Forest Inventory (MiFI Rewrite) Project Change Control & Approval MiFI Rewrite Change Request #3	Period of Coverage: 1/1/2023 – 9/20/2023
Requesting Department: DNR	Date: 12/15/2022
Agency Project Manager: Katie Armstrong	Phone: 231-342-9737
DTMB Project Manager: Cheryl Granger	Phone: 810-853-5039

Brief description of services to be provided:

BACKGROUND:

The MiFI Mobile application is a companion field app to the MiFI web application. The mobile app is supported on Android and iOS operating systems. It is distributed through the State’s application center.

The MiFI Web Application is being rewritten to maintain compatibility with ESRI’s ArcGIS support roadmap. As a result, the MiFI web application is undergoing changes to its architecture, integration with DNR Portal, and upgrading web service technologies. It is necessary for MiFI Mobile to undergo a similar rewrite to remain compatible with changes to the MiFI web application and stay in compliance with ESRI’s ArcGIS support roadmap.

The rewrite of the MiFI Mobile application will support all existing Functional and Business requirements for the system. The client has provided the inception-to-date MiFI Mobile backlog; those backlog items have been reproduced as the Functional and Business requirements listed below.

PROJECT OBJECTIVE:

Summary

Total increase to budget: + \$374,400.00

Project team changes: + 3 FTEs

Project end date: No change

Technical & Functional Approach

The KL&A development team will build the new MiFI Mobile as a progressive web application accessible to both internal and external workers. The application will be developed using .NET, C#, and Javascript. User authentication will be performed with

MiLogin. The solution will be hosted on a DTMB Internet application server. The mobile application will be compatible for use on current versions of Android and iOS operating systems.

The Mobile Application will use a check-in / check-out procedure with data. Checked-out data will be stored to the user's local device for viewing and updating records during offline field operations.

Data will be 'checked-out' out from the MiFI Mobile. At this time, the records are locked and cannot be checked out by another user. With data checked-out, the user may conduct field data collection. Another user may not check out the data.

When the user has Intranet/Internet (State worker / Third party) access and is ready to 'Check-In' data, the system validates for errors. When errors are resolved, the new/updated field values will be stored to the MiFI database. Records are unlocked at this time and may be checked-out by another user.

SCOPE OF WORK:

New Requirements – MiFI Web Application

The following tables displays new requirements for the MiFI Web Application (MWA).
Estimated development time: 1 sprint; related costs: \$31,200.00

Module	Feature	Req Type
MWA – 01 – Authentication	MiFI Web App Authentication – MiLogin for Third Party	Technical

New Requirements – MiFI Mobile

The following tables displays new requirements for the MiFI Mobile (MM). **Estimated development time: 11 sprints; related costs: \$343,200.00**

Module	Feature	Req Type
MM - 01 - General Application	App Configuration – Bootstrap Android Platform	Technical
	App Configuration – Bootstrap iOS Platform	Technical
	App Configuration – Bootstrap iOS Platform	Technical
	ArcGIS Configuration – GIS Portal	Technical
	MiFI Mobile Authentication – MiLogin for Workers	Technical

	MiFI Mobile Authentication – MiLogin for Third Party	Technical
	eMichigan – Look and Feel Guidelines	Business
	eMichigan – ADA Compliance	Business
	Navigation - Menu	Functional
	Navigation – Auto Save	Technical
	Navigation – Auto Refresh	Technical
	Navigation – Save and Continue	Functional
	Network Configuration – Internet to Intranet	Technical
	eMichigan - Responsive Design	Functional
	Search – List Views	Functional
	Search – List Filters	Functional
	Static Page -- About	Business
	Static Page - View Only Data	Functional
MM - 02 - Data Handling	Check-In Data	Business
	Check-In Data	Business
	Check-In Data	Business
	Check-In Data	Business
	Check-In Data	Technical
	Check-In Data	Functional
	Check-In Data	Technical
	Check-In Data	Technical
	Check-Out Data	Functional
	Check-Out Data	Business

MM - 03 - Compartments	Compartment Details	Functional
MM - 04 - Stands	Canopy / Subcanopy - Action	Functional
	Canopy / Subcanopy - Validations	Business
	Canopy / Subcanopy - Validations	Business
	Canopy / Subcanopy - Validations	Business
	Canopy / Subcanopy - Validations	Business
	Manage Canopy / Subcanopy	Technical
	Manage Stands	Business
	Manage Stands	Functional
	Stand Details	Business
	Stand Details	Business
MM - 05 - Treatments	Treatment Details	Functional
	Treatment Details	Functional
MM - 06 - Site Conditions	Create / Site Condition Details	Functional
	Create / Site Condition Details	Functional
	Delete Site Condition	Functional
	Site Condition Details	Functional
MM - 07 - Timber Sales	Create / Timber Sale Details	Technical

	Create / Timber Sale Details	Technical
	Delete Timber Sale	Functional
	Timber Sale Details	Functional

Changes to Project Staffing

New Project Roles:

- The project team staffing will be increased according to the table below.
- Work must be completed concurrent to the existing MiFI Rewrite scope of work.
- The resources below will be dedicated solely to MiFI Mobile. Existing named project team resources will remain dedicated to the MiFI Rewrite of the web application.
- Project management responsibilities related to MiFI Mobile will be completed by Ryan Brewer.

Role	Rate per Hour	Rate Per Sprint	X 12 Sprints
Business Analyst	\$130.00	\$10,400.00	\$124,800.00
Developer	\$130.00	\$10,400.00	\$124,800.00
Developer	\$130.00	\$10,400.00	\$124,800.00
Total		\$31,200.00	\$374,400.00

DELIVERABLES:

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

MiFI Mobile development sprints will run in concurrence with scheduled MiFI Rewrite sprints 25 to 36.

The MiFI Rewrite project schedule has been updated to correct Sprint Start and End dates caused by a work stoppage in January 2022. The updated schedule is shown below; highlighted rows indicate the sprints during which MiFI Mobile development will occur.

Sprint	Duration	Start	End
Sprint 16	10 days	Thu 9/15/22	Wed 9/28/22
Checkpoint 4	1 day	Thu 9/29/22	Thu 9/29/22

Sprint 17	10 days	Thu 9/29/22	Wed 10/12/22
Sprint 18	10 days	Thu 10/13/22	Wed 10/26/22
Sprint 19	10 days	Thu 10/27/22	Thu 11/10/22
Sprint 20	10 days	Mon 11/14/22	Tue 11/29/22
Checkpoint 5	1 day	Wed 11/30/22	Wed 11/30/22
Sprint 21	10 days	Wed 11/30/22	Tue 12/13/22
Sprint 22	10 days	Wed 12/14/22	Thu 12/29/22
Sprint 23	10 days	Tue 1/3/23	Mon 1/16/23
Sprint 24	10 days	Tue 1/17/23	Tue 1/31/23
Checkpoint 6	1 day	Wed 2/1/23	Wed 2/1/23
Sprint 25	10 days	Wed 2/1/23	Tue 2/14/23
Sprint 26	10 days	Wed 2/15/23	Wed 3/1/23
Sprint 27	10 days	Thu 3/2/23	Wed 3/15/23
Sprint 28	10 days	Thu 3/16/23	Wed 3/29/23
Checkpoint 7	1 day	Thu 3/30/23	Thu 3/30/23
Sprint 29	10 days	Thu 3/30/23	Wed 4/12/23
Sprint 30	10 days	Thu 4/13/23	Wed 4/26/23
Sprint 31	10 days	Thu 4/27/23	Wed 5/10/23
Sprint 32	10 days	Thu 5/11/23	Wed 5/24/23
Checkpoint 8	1 day	Thu 5/25/23	Thu 5/25/23
Sprint 33	10 days	Thu 5/25/23	Thu 6/8/23
Sprint 34	10 days	Fri 6/9/23	Fri 6/23/23
Sprint 35	10 days	Mon 6/26/23	Mon 7/10/23
Sprint 36	10 days	Tue 7/11/23	Mon 7/24/23
Checkpoint 9	1 day	Tue 7/25/23	Tue 7/25/23

Sprint 37	10 days	Tue 7/25/23	Mon 8/7/23
Sprint 38	10 days	Tue 8/8/23	Mon 8/21/23
Sprint 39	10 days	Tue 8/22/23	Tue 9/5/23
Sprint 40	10 days	Wed 9/6/23	Tue 9/19/23
Checkpoint 10	1 day	Wed 9/20/23	Wed 9/20/23

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

PAYMENT SCHEDULE:

Line items will be invoiced for each sprint. There is no additional cost related to the Checkpoint meetings.

Invoice Date	Invoice Amount	Line Items	Line Item Cost
3/1/23	\$31,200.00	Sprint 25 – MiFI Mobile	\$31,200.00
4/1/23	\$93,600.00	Sprint 26 – MiFI Mobile	\$31,200.00
		Sprint 27 – MiFI Mobile	\$31,200.00
		Sprint 28 – MiFI Mobile	\$31,200.00
5/1/23	\$62,400.00	Sprint 29 – MiFI Mobile	\$31,200.00
		Sprint 30 – MiFI Mobile	\$31,200.00

6/1/23	\$62,400.00	Sprint 31 – MiFI Mobile Sprint 32 – MiFI Mobile	\$31,200.00 \$31,200.00
7/1/23	\$62,400.00	Sprint 33 – MiFI Mobile Sprint 34 – MiFI Mobile	\$31,200.00 \$31,200.00
8/1/23	\$62,400.00	Sprint 35 – MiFI Mobile Sprint 36 – MiFI Mobile	\$31,200.00 \$31,200.00
Total	\$374,400.00		

Payment will be made on a line item for each sprint basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

TASKS:

Technical support is required to assist with the following tasks:

APPENDIX A – DETAILED REQUIREMENTS

Module	Feature	Req Type	Requirement
MWA – 01 – Authentication	MiFI Web App Authentication – MiLogin for Third Party	Technical	The system must use MiLogin for Third Party for authentication of users without a SoM ID.

MM - 01 - General Application	App Configuration - Bootstrap Android Platform	Technical	The system must support user devices running a current version of Android.
	App Configuration – Bootstrap iOS Platform	Technical	The system must support user devices running a current version of iOS.
	ArcGIS Configuration – GIS Portal	Technical	The system must use DNR’s GIS Portal for ESRI service processing.
	MiFI Mobile Authentication – MiLogin for Workers	Technical	The system must use MiLogin for Workers for authentication of users with a SoM ID.
	MiFI Mobile Authentication – MiLogin for Third Party	Technical	The system must use MiLogin for Third Party for authentication of users without a SoM ID.
	eMichigan – Look and Feel Guidelines	Business	The solution must display the following assets to comply with Look and Feel guidelines: Application name linked to home screen; Skip to content link for screen readers; link to SoM privacy policy and terms and conditions; version number and release date.
	eMichigan – ADA Compliance	Business	The solution must be WCAG 2.0 Level AA compliant to meet eMichigan accessibility guidelines; Testing and approvals to be provided by the eMichigan team.
	Navigation - Menu	Functional	The application must display a navigation menu to navigate between functional areas.
	Navigation – Auto Save	Technical	The solution must auto-save data on navigation within the stands screen

	Navigation – Auto Refresh	Technical	The solution must refresh stand validation status on the compartment home screen.
	Navigation – Save and Continue	Functional	The application must allow a user to Save and Continue with partial Stand data
	Network Configuration – Internet to Intranet	Technical	The solution must send network communication over public Internet connections.
	eMichigan - Responsive Design	Functional	The application must be compatible with standard phone- and tablet-sized screens
	Search – List Views	Functional	The application must display a searchable list of Stand Records with Validation Status
	Search – List Filters	Functional	The application must allow a user to Filter Stands List by Validation Status
	Static Page -- About	Business	The solution must display an 'About' screen with help text for users.
	Static Page - View Only Data	Functional	The application must display read-only data that cannot be edited based on item status and user permissions.
MM - 02 - Data Handling	Check-In Data	Business	The solution must Reconcile Deleted Stands
	Check-In Data	Business	The solution must display a list of mismatched stands
	Check-In Data	Business	The solution must Create Spatial Site Conditions Records
	Check-In Data	Business	The solution must Identify and create 'mis-matched' stands

	Check-In Data	Technical	The system must Create Spatial Treatment Records in the mobile application
	Check-In Data	Functional	The application must allow a user to Check-In Compartment record data.
	Check-In Data	Technical	The system must create Spatial Treatment Records on Check-In
	Check-In Data	Technical	The system must Validate/Reconcile Mobile Records with Database
	Check-Out Data	Functional	The application must allow a user to Check-Out a Compartment Related Custom Species List
	Check-Out Data	Business	The solution must allow a user to Undo Local Data Checkout, disabling back-up of data not checked out by a user
MM - 03 - Compartments	Compartment Details	Functional	The application must allow a user to View Compartment Details
MM - 04 - Stands	Canopy / Subcanopy - Action	Functional	The application must allow a user to Delete an item from the Canopy/Subcanopy Grids
	Canopy / Subcanopy - Validations	Business	The system must display error status handling for Stand/Subcanopy/Canopy Validation.
	Canopy / Subcanopy - Validations	Business	The system must display Canopy and Subcanopy Table records in the Active status
	Canopy / Subcanopy - Validations	Business	The solution must validate the following Canopy values within a Stand: CanopySpecies; PercentCover; Age; SpeciesOriginYear; DBH; SizeClass
	Canopy / Subcanopy - Validations	Business	The solution must validate the following SubCanopy values within a Stand: Density; Age;

			SpeciesOriginYear; Distribution; SubCanopySpecies; AvgHeight; Size
	Manage Canopy / Subcanopy	Technical	The system must increment Age at the calendar year
	Manage Stands	Business	The solution must create New Stand and ghost canopy records on Check-In
	Manage Stands	Functional	The application must allow a user to Delete a Stand record
	Manage Stands	Functional	The application must allow a user to View Stand record
	Manage Stands	Functional	The application must allow a user to Create/Edit Stand attributes
	Stand Details	Business	The solution must validate Stands Record Level data: StandNumber; Validation_Status; SizeDensity; SizeDenDesc; Managed_Site; Forest_Obj; Regn_Stock; L4Covertime; CoverCode; Covertime; Age Fields; Date and Examiner Fields
	Stand Details	Business	Stands - SilvCritMet-Mobile
MM - 05 - Treatments	Treatment Details	Functional	The application must allow a user to View Treatment record
	Treatment Details	Functional	The application must allow a user to Create / Edit Treatment Attributes
	Treatment Details	Functional	The application must create Spatial Treatment Records during Check-In
MM - 06 - Site Conditions	Create / Site Condition Details	Functional	The application must allow a user to Create/Edit Site Condition Attributes.
	Create / Site Condition Details	Functional	The application must Create Spatial Site Conditions Records during Check-In

	Delete Site Condition	Functional	The application must allow a user to Delete a Site Condition record
	Site Condition Details	Functional	The application must allow a user to View Site Condition record
MM - 07 - Timber Sales	Timber Sale Details	Functional	The application must allow a user to View Timber Sale record

EXPENSES:

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

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: VMS Maintenance, Operations, and Enhancements	Period of Coverage: 1/1/2023 – 6/30/2024
Requesting Department: DNR	Date: 12/15/2022
Agency Project Manager: Doug Heym	Phone: 517-930-4248
DTMB Project Manager: Ryan Brewer	Phone: 390-830-2723

1. Purpose

This change notice will serve 3 purposes:

- The State is seeking a continued Maintenance & Operations (M&O) development plan to address maintenance and enhancements needs of the Vegetative Management System (VMS).
- Changing the key named Project Manager Resource from Jeremy Harder to Ryan Brewer.
- Transfer remaining VMS warranty from existing contract

2. Background

VMS is in Production. VMS is currently on the MiCARS contract number 071B4300022. That contract expires on 12/31/2022 and the State wishes to extend coverage on contract #210000001344. This cutover in support for VMS was anticipated and in scope under the bid for contract #210000001344.

3. Maintenance Plan

All defects will be addressed as stated below by the team defined in section 6. Note that the team will be utilizing a capacity-based approach, therefore any work done under this maintenance plan section will NOT come with warranty and is being delivered “as is” except as defined in section 4. Warranty Plan.

Any identified Defect will be triaged by the Business Analyst and the Product Owner to determine the severity of the Defect. This effort will result in one of the following outcomes:

- VMS will be deemed to be operating as designed and the Defect will be closed
 - The Defect may be converted into an Enhancement request
- The Defect is considered “Warranty Work” (definition on Warranty Work is defined below in section 4. Warranty Plan.)
 - Though the warranty work will be done in conjunction with maintenance, operations and enhancements, e.g. coordinated sprints and releases, the effort will be tracked separately and is not considered part of maintenance, operations and enhancements.
- The Defect is considered a high impact to business and will be immediately put into the current Sprint and mitigated
 - This may also include a Hot-Fix deployment (an emergency release outside of planned releases)
- The Defect is considered a low impact to business and will be immediately put into the Backlog for prioritization.

4. Warranty Plan

- Warranty Work includes bugs reported within one (1) year of the initial production release of a given User Story. Any new production defects covered under warranty will be prioritized by the DNR and remediated in order of priority. Production defect based on the original design, not a change in design.
 - i. VMS 7.2, warranty until 12/9/2022
 - ii. VMS 7.3, warranty until 6/9/2023
 - iii. VMS 7.4, warranty unit 12 months beyond release, approximately 12/31/2023.
 - iv. Future development under this agreement will NOT be covered under warranty and will be delivered “as is”.
- Bugs identified within the current backlog (Exhibit 1) will be remediated within one (1) year of the production release of 7.4. The State’s expectation is that steady progress is made to reduce the backlog of these initial bugs. If a defect is discovered near the end of the warranty period, (last 30 days), the State and KL&A will work together to resolve the issue within 3 months of discovery..
- Though the warranty work will be done in conjunction with maintenance, operations and enhancements, e.g. coordinated sprints and releases, the effort will be tracked separately and is not considered part of maintenance, operations and enhancements.

5. Development Plan (Enhancements)

KL&A will continue to deliver for the Vegetative Management System (VMS) using the Scrum approach. This plan will be executed in four distinct phases defined below.

a. Discovery and Requirements Gathering

JADs will be scheduled as *discovery* sessions in which the KL&A team will work with DNR business users and other stakeholders to review the Enhancement request and map requirements to those Enhancements to identify gaps. As executed throughout the VMS Project, the KL&A team begins loading all the business, functional, and technical requirements into JIRA. JIRA provides functionality for:

- Reviewing and approving requirements, Epics, and User Stories.
- Tracking development and testing activities.
- Tracking Defects
- Linking User Stories to Requirements to provide detailed traceability information.

b. Backlog Grooming and Sprint Planning

Backlog grooming - the Product Owner with the KL&A BA and Lead Developer, will establish the backlog and verify the highest priority items are at the top of the list. The effort will be recorded as Story Points from Discovery and Requirements Gathering Phase. Tickets identified in Section 3 of this plan will also be included in the Backlog for priority.

Sprint planning - the Product Owner with the KL&A BA and Lead Developer will conduct a Sprint Planning session in which they select as many of the highest priority User Stories (enhancements or bugs) possible for development within the month-long Sprint timeframe.

c. Development/Quality Assurance (QA) Testing, Sprint Review/Demo, and User Acceptance

Development/QA Testing - Daily, the Lead Dev will record progress in JIRA. The developer unit tests the code before handing it off to the BA for functional and system integration testing. During this phase, the BA will also write user acceptance Test Cases based upon defined acceptance criteria.

Sprint Review/Demo - The KL&A team will conduct a Sprint review meeting in which they demonstrate the new functionality developed during the Sprint. This provides an opportunity for DNR feedback. Feedback within the scope of the approved User Story, depending upon the associated work, can be acted upon before the end of the Sprint, at the beginning of the next Sprint, or added to the backlog to be addressed later. Any feedback requiring an increase to scope or change to the originating User Story requirement will be deferred for further evaluation by the Product Owner and BA.

User Acceptance—either at the end of the Sprint or after a selected number of Sprints, the KL&A BA will work with appointed DNR business users to execute user acceptance testing (UAT). DNR testers will access the UAT Test Executions in JIRA. JIRA provides traceability through a series of linkages from the Test Case to User Story, to Epic, to the original business, functional, and technical requirement, providing full traceability. Defects deemed by DNR to be Critical or Blocker must be resolved prior to the release going to production.

d. Implementation

There are 6 quarterly releases of functionality in this plan. The estimated dates of releases are:

Release Number	UAT Testing Start	Production Deploy Date
Release #1	3/1/2023	3/31/2023
Release #2	6/1/2023	6/30/2023
Release #3	9/1/2023	9/30/2023
Release #4	12/1/2023	12/31/2023
Release #5	3/1/2024	3/31/2024
Release #6	6/1/2024	6/30/2024

Note this is a proposed release schedule which is subject to change. The number of releases in the upcoming year may increase/decrease depending on the business need.

6. KL&A team composition and responsibilities

The KL&A team composition will begin with .25 Business Analyst, 1 Lead Developer, and through 6/30/2024. Additionally, this team will share a Project Manager with the MiFI at no cost to VMS. Note that if active development work for MiFI ends, VMS will no longer be able to leverage the MiFI Project Manager and will need to account for that change if needed.

The proposed KL&A team is responsible for technical support (including Implementation support), Defect remediation, as well as design and development of

enhancements and testing support using a "capacity-based" approach (a defined amount of User Story throughput based on team size). Utilizing a capacity-based approach, KL&A will be able to adjust their team size up/down depending on the need of the project. The average team size measured throughout the life of this change notice should not deviate from the above proposed team. In the event capacity needs to be adjusted, the change notice process will be followed to add/remove resource(s).

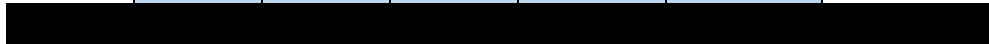
Sprint & Proposed Release Schedule

	2-Jan	3-Jan	4-Jan	5-Jan	6-Jan	
	Holiday	Sprint	Sprint	Sprint	Sprint	MO+ES1
	9-Jan	10-Jan	11-Jan	12-Jan	13-Jan	
	Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES1
	16-Jan	17-Jan	18-Jan	19-Jan	20-Jan	
	Holiday	Sprint	Sprint	Sprint	Sprint	MO+ES1
	23-Jan	24-Jan	25-Jan	26-Jan	27-Jan	
	Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES1
	30-Jan	31-Jan				
	Sprint	Sprint				MO+ES1
			1-Feb	2-Feb	3-Feb	
			Sprint	Sprint	Sprint	MO+ES2
	6-Feb	7-Feb	8-Feb	9-Feb	10-Feb	
	Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES2
	13-Feb	14-Feb	15-Feb	16-Feb	17-Feb	
	Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES2
	20-Feb	21-Feb	22-Feb	23-Feb	24-Feb	
	Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES2
	27-Feb	28-Feb				
	Sprint	Sprint				MO+ES2
			1-Mar	2-Mar	3-Mar	
			Sprint	Sprint	Sprint	MO+ES3
	6-Mar	7-Mar	8-Mar	9-Mar	10-Mar	
	Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES3
	13-Mar	14-Mar	15-Mar	16-Mar	17-Mar	
	Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES3

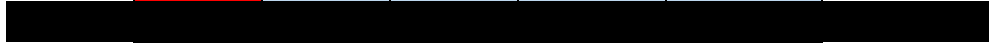
20-Mar	21-Mar	22-Mar	23-Mar	24-Mar	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES3
27-Mar	28-Mar	29-Mar	30-Mar	31-Mar	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES3



3-Apr	4-Apr	5-Apr	6-Apr	7-Apr	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES4
10-Apr	11-Apr	12-Apr	13-Apr	14-Apr	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES4
17-Apr	18-Apr	19-Apr	20-Apr	21-Apr	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES4
24-Apr	25-Apr	26-Apr	27-Apr	28-Apr	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES4



1-May	2-May	3-May	4-May	5-May	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES5
8-May	9-May	10-May	11-May	12-May	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES5
15-May	16-May	17-May	18-May	19-May	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES5
22-May	23-May	24-May	25-May	26-May	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES5
29-May	30-May	31-May			
Holiday	Sprint	Sprint			MO+ES5



			1-Jun	2-Jun	
			Sprint	Sprint	MO+ES6
5-Jun	6-Jun	7-Jun	8-Jun	9-Jun	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES6
12-Jun	13-Jun	14-Jun	15-Jun	16-Jun	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES6

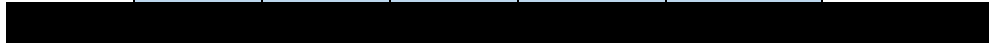
19-Jun	20-Jun	21-Jun	22-Jun	23-Jun	
Holiday	Sprint	Sprint	Sprint	Sprint	MO+ES6
26-Jun	27-Jun	28-Jun	29-Jun	30-Jun	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES6



3-Jul	4-Jul	5-Jul	6-Jul	7-Jul	
Sprint	Holiday	Sprint	Sprint	Sprint	MO+ES7
10-Jul	11-Jul	12-Jul	13-Jul	14-Jul	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES7
17-Jul	18-Jul	19-Jul	20-Jul	21-Jul	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES7
24-Jul	25-Jul	26-Jul	27-Jul	28-Jul	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES7
31-Jul					
Sprint					MO+ES7

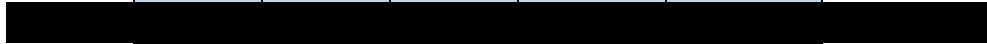


	1-Aug	2-Aug	3-Aug	4-Aug	
	Sprint	Sprint	Sprint	Sprint	MO+ES8
	7-Aug	8-Aug	9-Aug	10-Aug	11-Aug
	Sprint	Sprint	Sprint	Sprint	Sprint
	14-Aug	15-Aug	16-Aug	17-Aug	18-Aug
	Sprint	Sprint	Sprint	Sprint	Sprint
	21-Aug	22-Aug	23-Aug	24-Aug	25-Aug
	Sprint	Sprint	Sprint	Sprint	Sprint
	28-Aug	29-Aug	30-Aug	31-Aug	
	Sprint	Sprint	Sprint	Sprint	MO+ES8

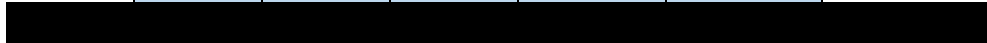


				1-Sep	
				Sprint	MO+ES9
	4-Sep	5-Sep	6-Sep	7-Sep	8-Sep
	Holiday	Sprint	Sprint	Sprint	Sprint

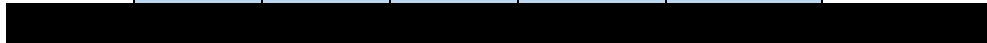
11-Sep	12-Sep	13-Sep	14-Sep	15-Sep	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES9
18-Sep	19-Sep	20-Sep	21-Sep	22-Sep	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES9
25-Sep	26-Sep	27-Sep	28-Sep	29-Sep	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES9



2-Oct	3-Oct	4-Oct	5-Oct	6-Oct	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES10
9-Oct	10-Oct	11-Oct	12-Oct	13-Oct	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES10
16-Oct	17-Oct	18-Oct	19-Oct	20-Oct	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES10
23-Oct	24-Oct	25-Oct	26-Oct	27-Oct	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES10
30-Oct	31-Oct				
Sprint	Sprint				MO+ES10

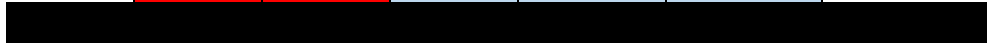


		1-Nov	2-Nov	3-Nov	
		Sprint	Sprint	Sprint	MO+ES11
6-Nov	7-Nov	8-Nov	9-Nov	10-Nov	
Sprint	Sprint	Sprint	Sprint	Holiday	MO+ES11
13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES11
20-Nov	21-Nov	22-Nov	23-Nov	24-Nov	
Sprint	Sprint	Sprint	Holiday	Holiday	MO+ES11
27-Nov	28-Nov	29-Nov	30-Nov		
Sprint	Sprint	Sprint	Sprint		MO+ES11

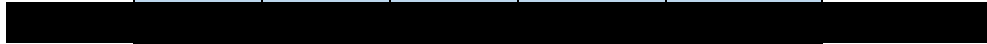


				1-Dec	
				Sprint	MO+ES12

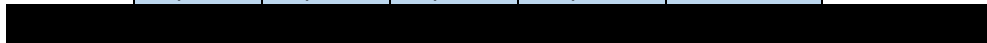
4-Dec	5-Dec	6-Dec	7-Dec	8-Dec	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES12
11-Dec	12-Dec	13-Dec	14-Dec	15-Dec	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES12
18-Dec	19-Dec	20-Dec	21-Dec	22-Dec	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES12
25-Dec	26-Dec	27-Dec	28-Dec	29-Dec	
Holiday	Holiday	Sprint	Sprint	Sprint	MO+ES12



1-Jan	2-Jan	3-Jan	4-Jan	5-Jan	
Holiday	Holiday	Sprint	Sprint	Sprint	MO+ES13
8-Jan	9-Jan	10-Jan	11-Jan	12-Jan	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES13
15-Jan	16-Jan	17-Jan	18-Jan	19-Jan	
Holiday	Sprint	Sprint	Sprint	Sprint	MO+ES13
22-Jan	23-Jan	24-Jan	25-Jan	26-Jan	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES13
29-Jan	30-Jan	31-Jan			
Sprint	Sprint	Sprint			MO+ES13



			1-Feb	2-Feb	
			Sprint	Sprint	MO+ES14
5-Feb	6-Feb	7-Feb	8-Feb	9-Feb	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES14
12-Feb	13-Feb	14-Feb	15-Feb	16-Feb	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES14
19-Feb	20-Feb	21-Feb	22-Feb	23-Feb	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES14
26-Feb	27-Feb	28-Feb	29-Feb		
Sprint	Sprint	Sprint	Sprint		MO+ES14



				1-Mar	
				Sprint	MO+ES15
4-Mar	5-Mar	6-Mar	7-Mar	8-Mar	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES15
11-Mar	12-Mar	13-Mar	14-Mar	15-Mar	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES15
18-Mar	19-Mar	20-Mar	21-Mar	22-Mar	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES15
25-Mar	26-Mar	27-Mar	28-Mar	29-Mar	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES15



1-Apr	2-Apr	3-Apr	4-Apr	5-Apr	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES16
8-Apr	9-Apr	10-Apr	11-Apr	12-Apr	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES16
15-Apr	16-Apr	17-Apr	18-Apr	19-Apr	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES16
22-Apr	23-Apr	24-Apr	25-Apr	26-Apr	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES16
29-Apr	30-Apr				
Sprint	Sprint				MO+ES16



		1-May	2-May	3-May	
		Sprint	Sprint	Sprint	MO+ES17
6-May	7-May	8-May	9-May	10-May	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES17
13-May	14-May	15-May	16-May	17-May	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES17
20-May	21-May	22-May	23-May	24-May	
Sprint	Sprint	Sprint	Sprint	Sprint	MO+ES17

27-May	28-May	29-May	30-May	31-May	MO+ES17
Holiday	Sprint	Sprint	Sprint	Sprint	
 					
3-Jun	4-Jun	5-Jun	6-Jun	7-Jun	MO+ES18
Sprint	Sprint	Sprint	Sprint	Sprint	
10-Jun	11-Jun	12-Jun	13-Jun	14-Jun	MO+ES18
Sprint	Sprint	Sprint	Sprint	Sprint	
17-Jun	18-Jun	19-Jun	20-Jun	21-Jun	MO+ES18
Sprint	Sprint	Holiday	Sprint	Sprint	
24-Jun	25-Jun	26-Jun	27-Jun	28-Jun	MO+ES18
Sprint	Sprint	Sprint	Sprint	Sprint	
 					

7. Assumptions

- Defects will be addressed as defined above in Section 3
- The KL&A M&O team will start on 1/1/2023.
- There are no Key Vendor Resources identified in this plan.
- Enhancement Work will be managed under the Scrum Methodology. Enhancement work will be Managed in KL&A JIRA and will be a continuation of the process followed in the Development Project.
- This plan will have the following vendor resources: .25 Business Analyst and 1 Lead developer.
- In addition to Development and Defect resolution responsibilities, the Lead DEV and BA resources will also be allocated with Deployment Responsibilities including but not limited to: Deployment Scripts, Deployment Support, and Validation Testing.
 - These efforts will be recorded in JIRA as a Task and be placed in the Sprint for transparent visibility
- The effort of Enhancement Request cannot be fully estimated until Discovery and Requirements Gathering is complete.
- DNR Resources are considered available for all meetings, approvals, testing, and planning activities.
- All Tasks and Activities will be completed on time to the Project Schedule indicated above. Delays in Task completion may impact the time of the project.
- Data fixes are part of the capacity and additional data fixes will cut into team capacity.
- Team will participate in all trouble shooting meeting related to VMS as prioritized by the business, however it will cut into the team capacity.

8. Payment Schedule: 1/1/2023 – 6/30/2024 (18 months)

Payable	Description	Invoice Amount	Invoice Date
Sprint 1 MO+ES1 1/1/2023 - 1/31/2023	Completed SEM-0185 Total	\$28,166.67	2/1/2023
Sprint 2 MO+ES2 2/1/2023 - 2/28/2023	Completed SEM-0185 Total	\$28,166.67	3/1/2023
Sprint 3 MO+ES3 3/1/2023 - 3/31/2023	Completed SEM-0185 Total	\$28,166.67	4/1/2023

Sprint 4 MO+ES4 4/1/2023 - 4/30/2023	Completed SEM-0185 Total	\$28,166.67	5/1/2023
Sprint 5 MO+ES5 5/1/2023 - 5/31/2023	Completed SEM-0185 Total	\$28,166.67	6/1/2023
Sprint 6 MO+ES5 6/1/2023 - 6/30/2023	Completed SEM-0185 Total	\$28,166.67	7/1/2023
Sprint 7 MO+ES7 7/1/2023 - 7/31/2023	Completed SEM-0185 Total	\$28,166.67	8/1/2023
Sprint 8 MO+ES8 8/1/2023 - 8/31/2023	Completed SEM-0185 Total	\$28,166.67	9/1/2023
Sprint 9 MO+ES9 9/1/2023 - 9/30/2023	Completed SEM-0185 Total	\$28,166.67	10/1/2023
Sprint 10 MO+ES10 10/1/2023 - 10/31/2023	Completed SEM-0185 Total	\$28,166.67	11/1/2023
Sprint 11 MO+ES11 11/1/2023 - 11/30/2023	Completed SEM-0185 Total	\$28,166.67	12/1/2023
Sprint 12 MO+ES12 12/1/2023 - 12/31/2023	Completed SEM-0185 Total	\$28,166.67	1/1/2024
Sprint 13 MO+ES13 1/1/2024 - 1/31/2024	Completed SEM-0185 Total	\$28,166.66	2/1/2024
Sprint 14 MO+ES14 2/1/2024 - 2/29/2024	Completed SEM-0185 Total	\$28,166.66	3/1/2024

Sprint 15 MO+ES15 3/1/2024 - 3/31/2024	Completed SEM-0185 Total	\$28,166.66	4/1/2024
Sprint 16 MO+ES16 4/1/2024 - 4/30/2024	Completed SEM-0185 Total	\$28,166.66	5/1/2024
Sprint 17 MO+ES17 5/1/2024 - 5/31/2024	Completed SEM-0185 Total	\$28,166.66	6/1/2024
Sprint 18 MO+ES18 6/1/2024 - 6/30/2024	Completed SEM-0185 Total	\$28,166.66	7/1/2024
Grand Total		\$507,000.00	



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **210000001344**

CONTRACTOR	KUNZ LEIGH & ASSOCIATES INC
	28081 Southfield Road
	Lathrup Village, MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
	CV0036059

STATE	Program Manager	VARIOUS	DNR
	Contract Administrator	Sarah Platte	DTMB
		517-219-2406	
		plattes3@michigan.gov	

CONTRACT SUMMARY

DNR MIFI REWRITE AND MIFI & VMS MAINTENANCE, OPERATIONS, AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 8, 2021	September 8, 2026	5 - 1 Year	September 8, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 8, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,968,000.00	\$507,000.00	\$2,475,000.00		

DESCRIPTION

Effective 6/28/2022, the State adds \$507,000.00 to the Contract to cover 18 months of VMS maintenance, set to begin on 8/1/2022.

All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement Services, and State Administrative Board approval on 6/28/2022.



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management, and Budget
 525 W Allegan St, Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000001344**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Kunz, Leigh & Associates
	28081 Southfield Road
	Lathrup Village, MI 48076-2816
	Justin Shaulis
	517-803-3217
	j.shaulis@kunzleigh.com
	CV0036059

STATE	Program Manager	Various	DNR
STATE	Contract Administrator	Matt Weiss	DTMB
		517-256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: DNR MiFI Rewrite and MiFI & VMS Maintenance, Operations, and Enhancements			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 8, 2021	September 8, 2026	5 – 1 Year	September 8, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
NA			
MISCELLANEOUS INFORMATION			
NA			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$1,968,000.00

AGENCY	NAME	PHONE	EMAIL
DTMB	Shiv Singh	517-241-0296	singhs1@michigan.gov
DNR	Jason Stephens	231-631-8591	stephensj@michigan.gov

FOR THE CONTRACTOR:

Kunz, Leigh & Associates

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Procurement

Contract No. 21000001344
DNR MiFi Rewrite and MiFi & VMS Maintenance, Operations, and Enhancements

Contract Administrator Name: Matt Weiss
Direct Telephone Number: (517) 256-9895
DTMB-Procurement Telephone Number 1-855-MI-PURCH (1-855-647-8724)
E-Mail Address: weissm4@michigan.gov

STATE OF MICHIGAN

CUSTOM SOFTWARE TERMS AND CONDITIONS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (the “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Kunz, Leigh & Associates (KL&A) (“**Contractor**”), a Michigan corporation. This Contract is effective on September 8, 2021 (“**Effective Date**”), and unless terminated, expires on September 8, 2026 (the “**Term**”).

This Contract may be renewed for up to five (5) additional one (1) year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

The parties agree as follows:

1. Definitions. For the purposes of this Contract, the following terms have the following meanings:

“**Acceptance**” has the meaning set forth in **Section 15**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 13** and a Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 24**.

“**Approved Third Party Components**” means all third-party components, including Open-Source Components, that are included in or used in connection with the Software and are specifically identified by Contractor in the Contractor’s Bid Response or as part of the State’s Security Accreditation Process defined in Schedule E – Data Security Schedule.

“**Approved Proprietary Components**” means Proprietary Software included in or used in connection with the Software. Approved Proprietary Components must: (a) be specifically identified as Proprietary Software by Contractor in the Contractor’s Bid Response or as part of the State’s Security Accreditation Process defined in Schedule E – Data Security Schedule; and (b) have been developed or otherwise acquired by Contractor prior to the date of the RFP or developed independently of the performance of this Contract.

“**Authorized User**” means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

“**Business Requirements Specification**” means the initial specification setting forth the State’s business requirements regarding the features and functionality of the Software, as set forth in a Statement of Work or other attachment incorporated into this Contract.

“**Change**” has the meaning set forth in **Section 3**.

“**Change Notice**” has the meaning set forth in **Section 3(b)**.

“**Change Proposal**” has the meaning set forth in **Section 3(a)**.

“**Change Request**” has the meaning set forth in **Section 3**.

“**Confidential Information**” has the meaning set forth in **Section 28**.

“**Contract**” has the meaning set forth in the preamble.

“Contract Administrator” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in **Section 6**.

“Contractor” has the meaning set forth in the preamble.

“Contractor Project Manager” means the individual appointed by Contractor and identified in a Statement of Work to serve as the primary contact with regard to services, to monitor and coordinate the day-to-day activities of this Contract, and to perform other duties as may be further defined in this Contract, including an applicable Statement of Work.

“Contractor’s Bid Response” means the Contractor’s proposal submitted in response to the RFP.

“Contractor Personnel” means all employees of Contractor or any Subcontractors involved in the performance of Services and creation of Deliverables under this Contract.

“Deliverables” means Software, Documentation, Work Product, and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Statement of Work.

“Documentation” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

“Effective Date” has the meaning set forth in the preamble.

“Fees” means the fees set forth in the Pricing Schedule attached as Schedule B.

“Financial Audit Period” has the meaning set forth in **Section 29.a**.

“Go-Live” means the calendar date Authorized Users begin using the Software in production.

“Harmful Code” means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“Implementation Plan” means the schedule included in a Statement of Work setting forth the sequence of events for the performance of Services under a Statement of Work, including Milestones and Milestones Dates.

“Integration Testing” has the meaning set forth in **Section 13.b.i**.

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

“Intended User” means the users that are intended to use Software or particular features or functions of the Software, as described in the Specifications for such Software.

“Key Personnel” means any Contractor Personnel identified as key personnel in this Contract or the Statement of Work.

“Milestone” means an event or task described in the Implementation Plan under a Statement of Work that must be completed by the corresponding Milestone Date.

“Milestone Date” means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under a Statement of Work.

“Nonconformity” or “Nonconformities” means any failure or failures of the Software to conform to the requirements of this Contract, including any applicable Documentation.

“Object Code” means computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

“Open-Source Components” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“PAT” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

“Process” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“Proprietary Software” means proprietary commercial off-the-shelf software or components which are provided at established catalog or market prices and sold or licensed to the general public, in which Contractor owns such Intellectual Property Rights as are necessary for Contractor to grant the rights and licenses set forth in **Section 10**, and for the State (including its licensees, successors and assigns) to exercise such rights and licenses, without violating any right of any third party or any law or incurring any payment obligation to any third party.

“Services” means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, the Statement of Work or the Service Level Agreement, including but not limited to the provision or creation of Deliverables or Work Products.

“Service Level Agreement” means the service level agreement setting forth Contractor’s support obligations for the Software, attached as **Schedule D** to this Contract.

“Software” means software to be created, delivered, maintained, enhanced, or supported under this Contract, including but not limited to: (i) new software applications, programs, modules or systems, including programming tools, scripts and routines, that Contractor develops, creates, delivers, or collaborates with the State to develop as set forth in a Statement of Work; or (ii) any updates, upgrades, new versions, new releases, enhancements, improvements, and other modifications made or provided to any new or existing Software under this Contract.

“Source Code” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain

and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

“**Specifications**” means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, RFP, or Contractor’s Bid Response, if any, for such Software, or elsewhere in a Statement of Work or attachment incorporated into this Contract.

“**State**” has the meaning set forth in the preamble.

“**State Data**” has the meaning set forth in **Section 27**.

“**State Materials**” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“**State Program Managers**” are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of the Software and other Deliverables; and (c) perform other duties as may be specified in a Statement of Work Program Managers will be identified in a Statement of Work.

“**State Review Period**” has the meaning set forth in **Section** Error! Reference source not found..

“**State Systems**” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“**Statement of Work**” means any statement of work entered into by the parties and incorporated into this Contract. The initial Statement of Work is attached as **Schedule A**.

“**Stop Work Order**” has the meaning set forth in **Section 199**.

“**Subcontractor**” has the meaning set forth in **Section 4.g**.

“**Support Services**” means the software maintenance and support services Contractor is required to or otherwise does provide to the State under the Service Level Agreement.

“**Technical Specification**” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in a Statement of Work or other attachment incorporated into this Contract.

“**Testing Period**” has the meaning set forth in **Section 13.a.ii**.

“**Transition Period**” has the meaning set forth in **Section 22**.

“**Transition Responsibilities**” has the meaning set forth in **Section 22**.

“**Unauthorized Removal**” has the meaning set forth in **Section 4.f.ii**.

“**Unauthorized Removal Credit**” has the meaning set forth in **Section** Error! Reference source not found..

“**Warranty Period**” means, for any Software, the 1-year period commencing (a) in the case of Software, upon the State’s Go-Live date; and (b) in the case of any updates, upgrades, new versions, enhancements and other modifications to previously Accepted Software, upon the State’s receipt of such modification.

“**WCAG 2.0 Level AA**” means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

“**Work Product**” means all Software, Documentation, Specifications, and other deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents,

forms, templates, and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

2. **Statement of Work.** Contractor shall provide the Services and Deliverables pursuant to Statement(s) of Work. The terms and conditions of this Contract will apply at all times to any Statement of Work entered into by the parties and incorporated into this Contract. No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of a Statement of Work and terminate when the parties have fully performed their obligations. The State shall have the right to terminate the Statement of Work, in whole or in part, as set forth in **Sections 20 and 21** of this Contract. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

3. **Change Control Process.** The State may at any time request in writing (each, a "**Change Request**") changes to this Contract, including but not limited to adding or changing a Statement of Work (each, a "**Change**"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section**.
 - a. As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:
 - i. a written description of the proposed Changes to any Services or Deliverables;
 - ii. an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under a Statement of Work;
 - iii. any additional resources deemed necessary to carry out such Changes; and
 - iv. any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.
 - b. Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to a Statement of Work to which it relates; and
 - c. If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:
 - i. require Contractor to perform the Services under a Statement of Work without the Change;
 - ii. require Contractor to continue to negotiate a Change Notice;
 - iii. initiate a Dispute Resolution Procedure; or
 - iv. notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 20**.

- d. No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with a Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.
- e. The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.
- f. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

4. Performance of Services.

- a. Performance Warranty. Contractor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract and the specifications set forth in any Statement of Work or Service Level Agreement. For any breach of this warranty, the State may, at its option, either terminate the Statement of Work immediately pursuant to the termination provision herein or require Contractor to provide replacement personnel satisfactory to the State within thirty (30) calendar days of Contractor's receipt of notification from the State. Whether or not the departing Contractor Personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the State. If Contractor is notified within the first 5 business days of assignment that the person is unsatisfactory, Contractor will not charge the State for those hours; otherwise, the State shall pay for all actual hours worked prior to the State's notification of a replacement request to Contractor.
- b. Software Support. Contractor shall provide Support Services for the Software pursuant to the Service Level Agreement attached as **Schedule D** to this Contract. Such Support Services will be provided free of charge during the Warranty Period.

Data Security Requirements. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule E** to this Contract.

- c. Contractor Personnel
 - i. Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.
 - ii. Prior to any Contractor Personnel performing any Services, Contractor will:
 - 1. ensure all Contractor Personnel are physically located in the United States during the performance of any Services under this Contract; and
 - 2. require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that

are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.

- iii. Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.
 - iv. The State reserves the right to require the removal of any 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. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.
- d. Background Checks. Upon request, or as otherwise specified in a Statement of Work, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.
- e. Contractor Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor Project Manager, who will be considered Key Personnel of Contractor. Contractor Project Manager will be identified in a Statement of Work.
- i. Contractor Project Manager must:
 - 1. have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;
 - 2. be responsible for overall management and supervision of Contractor's performance under this Contract; and
 - 3. be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.
 - ii. Contractor Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan and will otherwise be available as set forth in a Statement of Work.
 - iii. Contractor will maintain the same Contractor Project Manager throughout the Term of this Contract, unless:
 - 1. the State requests in writing the removal of Contractor Project Manager;
 - 2. the State consents in writing to any removal requested by Contractor in writing;
 - 3. Contractor Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

- iv. Contractor will promptly replace its Contractor Project Manager on the occurrence of any event set forth in **Section 3(g)(iii)**. Such replacement will be subject to the State's prior written approval.

f. Contractor's Key Personnel

- i. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State Program Managers or their designees, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
 - ii. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 20**.
 - iii. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to determine and remedy 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 20** Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**").
 - 1. For the Unauthorized Removal of any Key Personnel designated in the Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
 - 2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual
 - iv. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection** Error! Reference source not found. above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.
- g. Subcontractors. Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any third party to perform any Services under this Contract. The State's approval of any such third party (each approved third party, a "**Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

- i. be responsible and liable for the acts and omissions of each such Subcontractor (including such Subcontractor's employees who, to the extent providing Services under this Contract, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;
- ii. name the State a third-party beneficiary under Contractor's contract with each Subcontractor with respect to the Services and Deliverables;
- iii. be responsible for all fees and expenses payable to, by or on behalf of each Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and
- iv. prior to the provision of Services under this Contract by any Subcontractor, if requested by the State:
 - 1. obtain from such Subcontractor confidentiality, work-for-hire and intellectual property rights assignment agreements, in form and substance acceptable by the State, giving the State rights consistent with those set forth in **Section 9** and, upon request, provide the State with a fully executed copy of each such contract; and
 - 2. with respect to all Subcontractor employees providing Services under this Contract, comply with its obligations under **subsection (e)** above.

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

If to State:	If to Contractor:
Matt Weiss 525 W Allegan St, Lansing, MI 48933 weissm4@michigan.gov 517-256-9895	Justin Shaulis 2164 University Park Drive Okemos, MI 48864 j.shaulis@kunzleigh.com 517-803-3217

6. Contract Administrators. The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract and are identified below:

State:	Contractor:
Matt Weiss 525 W Allegan St, Lansing, MI 48933	Justin Shaulis 2164 University Park Drive Okemos, MI 48864

weissm4@michigan.gov	j.shaulis@kunzleigh.com
517-256-9895	517-803-3217

7. **Insurance Requirements.** Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.
8. **Software.** Contractor will design, develop, create, test, deliver, install, configure, integrate, customize and otherwise provide and make fully operational Software as described in a Statement of Work on a timely and professional basis in accordance with all terms, conditions, and Specifications set forth in this Contract.
- a. Software Specifications. Contractor will ensure all Software complies with the Specifications. Contractor will provide all Software to the State in both Object Code and Source Code form.
 - b. Other Components. Contractor will not include in any Software, and operation of all Software in accordance with its Specifications and Documentation will not require, any Proprietary Components, third party or Open-Source Components, other than Approved Proprietary Components or Approved Third Party Components, which will be licensed to the State in accordance with **Section 10**.
9. **Intellectual Property Rights.**
- a. State Ownership of Work Product. Except as set forth in **Section 10**, the State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights. In furtherance of the foregoing,
 - i. Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and
 - ii. To the extent any Work Product or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:
 1. Assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and
 2. Irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Work Product.
 - iii. Contractor will, and will cause the Contractor Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by the State to effectuate any of the provisions or purposes of this **Section 9**, or otherwise as may be necessary or useful for the State to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein. Contractor hereby appoints the State as Contractor's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Contractor refuses, or within a period deemed reasonable by the State otherwise fails, to do so.
 - b. Approved Proprietary Components, Approved Third-Party Materials, and Open-Source Components.
 - i. Contractor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Approved Proprietary Components, including all Intellectual Property Rights therein, subject to the license granted in **Section 10**.

- ii. Ownership of all Approved Third Party Components, and all Intellectual Property Rights therein, is and will remain with its respective owners, subject to any express licenses or sublicenses granted to the State under this Contract.
- c. State Materials. The State will remain the sole and exclusive owners of all right, title, and interest in and to State Materials, including all Intellectual Property Rights therein. Contractor will have no right or license to, and will not, use any State Materials except solely during the Term of this Contract for which they are provided to the extent necessary to perform the Services and provide the Work Product to the State. All other rights in and to the State Materials are expressly reserved by the State.

10. Licenses.

- a. Approved Proprietary Components. Contractor hereby grants to the State such rights and licenses with respect to the Approved Proprietary Components that will allow the State to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Work Product, to the same extent as if the State owned the Approved Proprietary Components, without incurring any fees or costs to Contractor (other than the Fees set forth under this Contract) or any other entity in respect of the Approved Proprietary Components. In furtherance of the foregoing, such rights and licenses will:
 - i. be irrevocable, perpetual, fully paid-up and royalty-free;
 - ii. include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell and offer to sell the Approved Proprietary Components, including all such modifications, improvements and derivative works thereof, solely as part of, or as necessary to use and exploit, the Work Product; and
 - iii. be freely assignable and sublicensable, in each case solely in connection with the assignment or licensing of the Work Product or any portion, modification, or derivative work thereof, and only to the extent necessary to allow the assignee or sublicensee, as the case may be, to use and exploit the Work Product or portion, modification, improvement, or derivative work thereof.
- b. Approved Third Party Components.
 - i. Prior to the delivery date for any Deliverables under the Statement of Work, Contractor will secure for the State, at Contractor's sole cost and expense, such rights, licenses, consents and approvals for any Approved Third Party Components, that will allow the State to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Work Product, to the same extent as if the State owned the Approved Third Party Components, without incurring any fees or costs to any third party (other than the Fees set forth under this Contract) in respect of the Approved Third Party Components.
 - ii. All royalties, license fees, or other consideration payable in respect of such licenses are included in the Fees specified in the Statement of Work. Any additional amounts will be the sole responsibility of Contractor.
 - iii. Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide Approved Third Party Components, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third-party software provider for any reason whatsoever.
- c. State Materials. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the

State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work. Contractor is provided a limited license to State Materials for the sole and exclusive purpose of providing the Services.

11. Documentation. Prior to or concurrently with the delivery of any Software, or otherwise specified in a Statement of Work, Contractor will provide the State with complete and accurate Documentation for such Software. Where the Statement of Work requires or permits delivery of Software in two or more phases, Contractor will also provide the State with integrated Documentation for the Software upon its delivery.

- a. Adequacy of Documentation. All Documentation must include all such information as may be reasonably necessary for the effective installation, testing, use, support, and maintenance of the applicable Software by the Intended User, including the effective configuration, integration, and systems administration of the Software and performance of all other functions set forth in the Specifications.
- b. Documentation Specifications. Contractor will provide all Documentation in such formats and media as are set forth in the Statement of Work, or as the State may otherwise reasonably request in writing.
- c. Third-Party Documentation. Other than Documentation for Approved Third Party Components, no Documentation will consist of or include third party components. To the extent Documentation consists of or includes third party components, Contractor must secure, at its sole cost and expense, all rights, licenses, consents, approvals and authorizations specified in **Section 9** with respect to Approved Third Party Components.

12. Software Implementation. Contractor will, as applicable, deliver, install, configure, integrate, and otherwise provide and make fully operational the Software as set forth in a Statement of Work and/or Implementation Plan.

Unless otherwise set forth in a Statement of Work, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the Software on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in a Statement of Work, prior to delivery of the Software to give the State sufficient time to prepare for Contractor's delivery and installation of the Software. If the State is responsible for Site preparation, Contractor will provide such assistance as the State requests to complete such preparation on a timely basis.

13. Software Acceptance Testing.

- a. Acceptance Testing.
 - i. Unless otherwise specified in a Statement of Work, upon installation of the Software Acceptance Tests will be conducted as set forth in this **Section 13** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.
 - ii. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following installation of the Software, or the receipt by the State of the notification in **Section** Error! Reference source not found., and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in a Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:
 1. for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and
 2. for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.
- b. Performance. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

- i. Upon delivery and installation of any other applicable Software or Work Product, or modification to the Software under this Contract, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software (“**Integration Testing**”). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 13(a)**, **Section 13(d)**, and **Section 13(e)**.
 - ii. The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.
 - c. Notices of Completion, Non-Conformities, and Acceptance. Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.
 - i. If such notice is provided by either party and identifies any Non-Conformities, the parties’ rights, remedies, and obligations will be as set forth in **Section 13(d)** and **Section 13(e)**.
 - ii. If such notice is provided by the State, is signed by the State Program Managers or their designees, and identifies no Non-Conformities, such notice constitutes the State’s Acceptance of such Software.
 - iii. If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Non-Conformities, on the completion of which the State will, as appropriate:
 - 1. notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State’s non-acceptance thereof, whereupon the parties’ rights, remedies and obligations will be as set forth in **Section 13(d)** and **Section 13(e)**; or
 - 2. provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State program managers or their designees.
 - d. Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor’s sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in a Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days following, as applicable, Contractor’s:
 - i. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
 - ii. receipt of the State’s notice under **Section 13(a)(i)** or **Section 13(c)(iii)(1)**, identifying any Non-Conformities.
 - e. Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:
 - i. continue the process set forth in this **Section 13**;
 - ii. accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or
 - iii. deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract for cause in accordance with **Section 20**.

- f. Acceptance. Acceptance (“**Acceptance**”) of the Software (subject, where applicable, to the State’s right to Integration Testing) and any Deliverables will occur on the date that is the earliest of the State’s delivery of a notice accepting the Software or Deliverables under **Section 13(c)(ii)**, or **Section 13(c)(iii)(2)**.

14. Non-Software Acceptance.

All other non-Software Services and Deliverables are subject to inspection and testing by the State within 30 calendar days of the State’s receipt of them (“**State Review Period**”), unless otherwise provided in the Statement of Work. If the non-Software Services and Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the non-Software Services and Deliverables are accepted but noted deficiencies must be corrected; or (b) the non-Software Services and Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the non-Software Services and Deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 20**, Termination for Cause.

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

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

- 15. Assignment.** Contractor may not assign this Contract to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures
- 16. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor’s stock; (b) a sale of substantially all of Contractor’s assets; (c) a change in a majority of Contractor’s board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

- 17. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State’s receipt. Contractor may only charge for Services and Deliverables provided as specified in Statement(s) of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State’s exclusive use. Notwithstanding the foregoing, all prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

- a. Disputed Payment. The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Services and Deliverables. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.
- b. Disbursement. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.
- c. Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under this Contract.
- d. Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.
- e. Pricing/Fee Changes. All Pricing set forth in this Contract will not be increased.

18. Liquidated Damages.

The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law.

The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event.

The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 20** and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

- 19. Stop Work Order.** The State may, at any time, order the Services of Contractor fully or partially stopped for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either (i) issue a notice authorizing Contractor to resume work, or (ii) terminate this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

- 20. Termination for Cause.** The State may terminate this Contract, in whole or in part (including individual Statements of Work or Support Services), if Contractor, as determined by the State: (a) endangers the value,

integrity, or security of any State Systems, State Data, or the State's facilities or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations under this Contract or the Statement of Work; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 21**, Termination for Convenience.

The State will only pay for amounts due to Contractor for Services and Deliverables accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services and Deliverables from other sources.

21. Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Services immediately, or (b) continue to perform the Services in accordance with **Section 22**, Transition Responsibilities. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

22. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with Section 28(e) regarding the return or destruction of State Data at the conclusion of the Transition Period; or return to the State all State Materials, and other materials and, property, provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

Contractor will follow the transition plan attached as **Schedule F** as it pertains to both transition in and transition out activities.

23. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of

Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

24. Infringement Remedies.

The remedies set forth in this Section are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense, (i) procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or (ii) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

If neither of the foregoing is possible notwithstanding Contractor's best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will (i) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under a Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

If Contractor directs the State to cease using any Software under this Section 24, the State may terminate this Contract for cause under Section 20. Unless the claim arose against the Software independently of any of the actions specified below, Contractor will have no liability for any claim of infringement arising solely from (i) Contractor's compliance with any designs, specifications, or instructions of the State; or (ii) modification of the Software by the State without the prior knowledge and approval of Contractor.

25. Disclaimer of Damages and Limitation of Liability.

- a. The State's Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR

CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

- b. The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES UNDER THIS CONTRACT.

26. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a Permitted Subcontractor, or an officer or director of Contractor or Permitted Subcontractor, that arises during the term of the Contract, including (i) a criminal Proceeding; (ii) a parole or probation Proceeding; (iii) a Proceeding under the Sarbanes-Oxley Act; (iv) a civil Proceeding involving a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability, or a governmental or public entity's claim or written allegation of fraud; or (v) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

27. State Data.

- a. Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes (i) User Data; and (ii) any other data collected, used, Processed, stored, or generated in connection with the Services, including but not limited to personally identifiable information ("**PII**") collected, used, Processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and protected health information ("**PHI**") collected, used, Processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must (i) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; (ii) keep and maintain State Data in the continental United States and (iv) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent.
- c. Discovery. Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Software. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. In no event will Contract provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.
- d. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, integrity, or availability of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable (i) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (iii) in the case of PII or PHI, at

the State's sole election with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or reimburse the State for any costs in notifying the affected individuals; (iv) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (vii) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (viii) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (ix) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

- e. Direct Damages. The parties agree that any damages relating to a breach of this **Section 27** are to be considered direct damages and not consequential damages. **Section 27** survives termination or expiration of this Contract.

28. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA) by the receiving party; (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or the Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within five (5) Business Days from the date of confirmation from the State.

29. Records Maintenance, Inspection, Examination, and Audit.

- a. Right of Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.
- b. Right of Inspection. Within ten (10) calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.
- c. Application. This **Section 29** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

30. Training. Contractor will provide, at no additional charge, training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in a Statement of Work. Upon the State's request, Contractor will timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

31. Contractor Representations and Warranties.

- a. Authority. Contractor represents and warrants to the State that:
- i. It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
 - ii. It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;
 - iii. The execution of this Contract by Contractor's representatives has been duly authorized by all necessary organizational action; and
 - iv. When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.
 - v. Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.
- b. Bid Response. Contractor represents and warrants to the State that:
- i. 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 to the RFP; 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;
 - ii. All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, 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;
 - iii. Contractor 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 within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and
 - iv. If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.
- c. Software Representations and Warranties. Contractor further represents and warrants to the State that:
- i. it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract and will devote adequate resources to meet Contractor's obligations under this Contract;.
 - ii. the State will receive good and valid title to the Software free and clear of all encumbrances, liens and security interests of any kind;
 - iii. its performance under this Contract does not or to its knowledge will not at any time:
 1. conflict with or violate any applicable law;

2. require the consent, approval or authorization of any governmental or regulatory authority or other third party; or
 3. require the provision of any payment or other consideration to any third party;
- iv. As provided by Contractor and used by the State or any Authorized User, the Software and Documentation: (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; and (ii) will comply with all applicable laws;
 - v. The Software, including all updates, upgrades, new versions, new releases, enhancements, improvements and other modifications thereof, but excluding components comprising State Materials, or Approved Third-Party Components, is or will be the original creation of Contractor;
 - vi. as provided by Contractor, the Software will not contain any Harmful Code;
 - vii. The Software will not contain or operate in such a way that it is compiled with or linked to any proprietary or third-party components other than Approved Proprietary Components or Approved Third-Party Components;
 - viii. No expiration or loss of any patent or application for patent rights in the Software is pending, or, to Contractor's knowledge after reasonable inquiry, threatened or reasonably foreseeable, and Contractor has no reason to believe that any claims of any such patent or patent application are or will be invalid, unenforceable, fail to issue, or be materially limited or restricted beyond the current claims, except for patent rights expiring at the end of their statutory term;
 - ix. it has the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;
 - x. all Documentation is and will be complete and accurate in all material respects when provided to the State and the Software will not have any material undocumented feature;
 - xi. All Software will be, and as installed in the Operating Environment (or any successor thereto), will function in all respects, in conformity with this Contract and the Specifications and Documentation;
 - xii. Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever;
 - xiii. During the Term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Software will apply solely to Contractor or its Subcontractors. Regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State Systems or networks.

32. Offers of Employment. During the first twelve (12) months of the Contract, should Contractor hire an employee of the State who has substantially worked on any project covered by this Contract without prior written consent of the State, the Contractor will be billed for fifty percent (50%) of the employee's annual salary in effect at the time of separation.

33. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the

award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Services in connection with this Contract.

- 34. Compliance with Laws.** Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.
- 35. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive [2019-09](#), Vendor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive [2019-09](#)), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.
- 36. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 37. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 38. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.
- 39. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 40. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Project Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 Business Days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 Business Days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 41. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 42. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon

language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

- 43. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 44. Survival.** The rights, obligations and conditions set forth in this **Section 44** and **Section** Error! Reference source not found. (Definitions), **Section 22** (Transition Responsibilities), **Section 23** (Indemnification), **Section 25** (Disclaimer of Damages and Limitations of Liability), **Section 27** (State Data), **Section 28** (Non-Disclosure of Confidential information), **Section 31** (Contractor Representations and Warranties), **Section 52** (Effect of Contractor Bankruptcy) and **Schedule C** Insurance, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration.
- 45. HIPAA Compliance.** The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.
- 46. Accessibility Requirements.**
- a. All Deliverables provided by Contractor under this Contract must conform to WCAG 2.0 Level AA. Contractor must provide a completed PAT for each Deliverable provided under the Contract. All "Not Applicable" or "N/A" responses to the specifications, if any, must be fully explained. A description of the evaluation methods used to support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided.
 - b. Throughout the Term of the Contract, and at no additional costs to the State, Contractor must:
 - i. promptly respond to and resolve, in a manner acceptable to the State, any complaint the State receives regarding accessibility of any Deliverable;
 - ii. at the State's written request, provide Deliverables in one or more alternative formats specified by the State and within timeframes specified by the State; and
 - iii. participate in the State of Michigan Digital Standards Review described below.
 - c. State of Michigan Digital Standards Review. Prior to Deliverables being Accepted, put into production, or as otherwise required by the State, the State may conduct a Digital Standards Review to assess accessibility and compliance with WCAG 2.0 Level AA. Contractor must:
 - i. assist the State with each such review, including submitting documentation or other information regarding accessibility and compliance with WCAG 2.0 Level AA; and
 - ii. at its sole cost and expense, remediate all issues resulting from such review in a manner and timeframe accepted in writing by the State, which may include providing a remediation status report and updated PAT to the State and a re-assessment of accessibility.
 - d. Failure to comply with the requirements in this Section shall constitute a material breach of this Contract.
- 47. Further Assurances.** Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.
- 48. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 49. Headings.** The headings in this Contract are for reference only and do not affect the interpretation of this Contract.
- 50. No Third-Party Beneficiaries.** This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other

person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

- 51. Equitable Relief.** Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.
- 52. Effect of Contractor Bankruptcy.** All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and all Software and Deliverables are and will be deemed to be "embodiments" of "intellectual property," for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Code**"). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to all Software and other Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate will become subject to any bankruptcy or similar proceeding (i) all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract; and (ii) the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property relating to the Software or Deliverables, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.
- 53. Schedules.** All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Schedule
Schedule D	Service Level Agreement
Schedule E	Data Security Requirements
Schedule F	Transition Plan
Schedule G	Federal Provisions Addendum
Schedule H	Data Retention

- 54. Counterparts.** This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

55. Entire Agreement. These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the "Contract"), constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of inconsistency between the statements made in the Terms and Conditions, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, this Contract; (b) second, Schedule E – Data Security Requirements; (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A - STATEMENT OF WORK

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions.

Term	Definition
VMS	Vegetative Management System
MiFI	Michigan Forest Inventory
SOM	State of Michigan
EAP	ESRI's Advantage Program
GNA	Good Neighbor Authority
STICS	A feature class managed by MiFI that is a live spatial intersect of Stands, Treatments, and Site Conditions.
SOAP	Simple Object Access Protocol

2. BACKGROUND

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use, and enjoyment of the state's natural and cultural resources of current and future generations. Management of state forest, parks and game area lands is dependent upon a current inventory of forest resources, which is accomplished with the Michigan Forest Inventory (MiFI) system. MiFI and the Vegetation Management System support a critical business function of the DNR in the form of forest inventory, prescription of forest treatments and execution of commercial timber sales, which annually provide about \$50 million in revenue to the DNR.

PURPOSE

Contractor will provide a rewrite of DNR's Michigan Forest Inventory (MiFI) system as well as provide maintenance, operations, and enhancements for MiFI and DNR's Vegetative Management System (VMS). Both systems are State hosted solutions used by the Department of Natural Resources - Forestry division. VMS is an application developed by DTMB developers and most recently Vendor developers. MiFI is an application that was developed by DTMB developers. The contract will also include the need to provide enhancements to the current Michigan Forest Inventory (MiFI) system in technology that is up-to-date and will integrate with ESRI mapping tools (the State of Michigan's GIS Framework), DNR's Vegetative Management System (VMS), and DNR's Timber Cruise application. The vendor will need to keep the technology up-to-date for integration with ESRI mapping tools, and support the management of the MiFI data with it being housed inside of DNR's Portal, and being 'sync-enabled'.

As identified in the Required Functionalities of the Business Specifications, MiFI application code must be updated to the REST API (from the current SOAP construct), and the data must be moved to the MDNR Portal environment and have some added functionalities (Sync, Editor Tracking, and Branch Versioning).

MiFI is used by DNR staff via web browsers while connected to the SOM network (inside the firewall) at locations across the State. The responsiveness of MiFI to users can be impacted by the nature of the work they are doing (which editing tasks, data being loaded into a map, etc.). At a minimum, the next version of MiFI that is built under this contract must maintain the same level of performance as the current application. Ideally some of the changes made will enhance performance of the application for end users.

MiFI has numerous existing map tools for navigating, browsing, and viewing data. Many of them were custom built during the original development. Since that time, developer tools (widgets) have been created that accomplish the business needs of these tools. There are also several enhancements to the current functionality that are needed (adding data to the map, filtering and selecting data, and printing of geo-PDFs) which can be accomplished with widgets. The re-write of MiFI should leverage these widgets where efficiencies in long term maintenance, and overall functionality of the application can be gained.

The current map document (.MXD file) that is integrated into MiFI is static and does not support the addition of layers to the map without code modifications. The new release of MiFI must support dynamic maps and facilitate the addition of data (on-the-fly) as needed by individual users to accomplish their business. The MXD should also be able to be supported by ESRI's ArcGIS Pro, as opposed to the current requirement of using ArcMap 10.x.

The Treatment and Treatment History feature classes are central to the primary business workflows within MiFI. Changes that are needed to the workflow and data include addition of a Master_Treatment_ID to the data model, allowing for circumstances where multiple active treatments could occupy a geography, and the auto-creation next step treatments on completing or terminating of active treatments.

MiFI currently supports the attachment of files to the Stands feature class. This functionality should be expanded to the Treatment, Treatment History, and Compartments feature classes. DNR also has a backlog of additional business enhancements that will be considered for prioritization during this project, as resources of this project allow.

MiFI is used to support Good Neighbor Authority (GNA) program activities, in partnership with the U.S. Dept. of Agriculture Forest Service. To increase efficiencies with transfer of information between our agencies, a workflow and supporting tools that load externally sourced information into MiFI managed data is required. This would include both spatial geographies and attribution for features. An example might include the loading of a compartment of stand boundaries, as well as attribution that is relevant to the MiFI data model.

Within the DNR Portal, data tables are managed by workflows for the timber sale and forest inventory timber cruises. MiFI should be configured to display relevant data from cruises in its user interfaces. This may include basal area and diameter and species data for stands, as well as summaries of timber sales.

Site productivity measures are not currently a component of the MiFI data model. It is desirable in the next iteration of MiFI to add several point-level measures (Site Index; Forest Habitat Type; Natural Community type, rarity, and quality) and summarize this data at the stand/polygon level. DNR will design field data collection tools and database tables for these measures. The new MiFI app should be able to synthesize the point data and summarize it at the stand level, attaching/incorporating it with a stand database record.

The elimination of the STICS feature class as a managed dataset should be explored. Management of this dataset consumes significant resources of the system. STICS has experienced some data integrity issues over the last several years, and the business need for this data no longer warrants the effort the application expends to maintain it.

MiFi is often used in conjunction with other web mapping tools. The current production application links to the Forest Inventory viewer, passing the X/Y coordinates to that map, and zooms the user to the same location in that application as they are at in MiFI. The re-write of MiFI should explore enhancing this functionality by making the links configurable by an administrator role user in MiFI. A menu of other (configurable) hyperlinks should be added, allowing for easy navigation between DNR business web apps (e.g., VMS, Inventory Manager, etc.).

Vegetative Management System (VMS) is a system comprised of multiple components used for tracking and administering timber sales on DNR lands. Michigan Forest Inventory (MiFI) system is a surveying and inventory

system used by DNR to capture, document, and maintain the vegetation found in State owned property across the State.

3. IT ENVIRONMENT RESPONSIBILITIES

State Hosted Application

Contractor required to meet all State PSP's, public and non-public applicable to this RFP. Non-public State PSP's are available to bidders under NDA.

Additionally, Contractor attests it will remain in compliance and support the State of Michigan to remain compliant with HIPAA, IRS, PCI, FISMA and NIST Special Publication 800.53 (most recent version) as established in the applicable State PSP's and as verified through the State's security accreditation process and through the DTMB/ Michigan Cyber Security (MCS) system security plan (SSP) process.

For a State Hosted Software Solution:

Definitions:

Application – Software programs which provide functionality for end user and Contractor services.

Development - Process of creating, testing and maintaining software components.

Contractor does not intend to use any subcontractors for the components above.

4. ADA COMPLIANCE

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for the Solution. If the Solution is comprised of multiple products, a PAT must be provided for each product. In addition to PATs, Contractors may include a verification of conformance certified by an industry-recognized third-party. If the Contractor is including any third-party products in the Solution, Contractor must obtain and provide the third-party PATs as well.

Each PAT must state exactly how the product meets the specifications. All "Not Applicable" (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.0 Level AA, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines.

5. USER TYPE AND CAPACITY – SYSTEM BACKGROUND INFORMATION

MiFi:

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employee	Read / Write	300	300

State Employee	Admin.	20	20
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VMS:

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employee	Read / Write	300	300
State Employee	Admin.	20	20

Contractor must provide for the support of the application with the expected number of concurrent Users. During the initial design phase, the expected capacity needs will be reviewed and taken into account when determining the correct application scaling plan, such as vertical or horizontal. Performance can be continuously monitored to pinpoint existing and potential bottlenecks and glean other performance insights. KL&A will work with DTMB to establish database monitoring protocols for periodic performance evaluations.

KL&A will conduct testing throughout development to verify that response times are within desired timeliness constraints. KL&A will also use server logs and browser tools to verify load times and track request latency. When latency is inevitable due to long-running tasks, KL&A will consider using asynchronous processing. By handing off long-running tasks to a service or batch processor, the user will receive instant feedback that the request has been received and the request will then be processed in the background, leaving the presentation tier more available for on-demand requests.

Required Network Connectivity and Equipment:

The MiFI Solution will use two servers per environment:

- Database server
- Application server

With three environments:

- Development: Used to validate development deploys
- Testing: Used for quality assurance of development deploys
- Production: Production instance of the solution

To access the solution, State users will require a computing device (desktop/laptop, tablet, or smartphone) with a web browser and internet access. To access internal portions of the applications, users who are operating outside of the State's network will also need a State of Michigan VPN token.

Roles and Responsibilities:

- KL&A solution architect/technical lead to determine infrastructure needs based on capacity planning, which includes defining expectations, and analyzing results of performance and load testing. Work with DTMB to establish and maintain the appropriate infrastructure necessary to achieve capacity expectations.
- Business owners to work with KL&A to define capacity requirements and assist with user acceptance testing.

6. ACCESS CONTROL AND AUTHENTICATION

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy (https://www.michigan.gov/dtmb/0,5552,7-358-82547_56345_56351_69611-336646--,00.html), which consist of:

- 6.1 MILogin/Michigan Identity, Credential, and Access Management (MICAM). An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the

State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.

- 6.2 MILogin Identity Federation. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
- 6.3 MILogin Multi Factor Authentication (MFA, based on system data classification requirements). Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security Policy (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).
- 6.4 MILogin Identity Proofing Services (based on system data classification requirements). A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

To integrate with the SOM MILogin solution, the Contractor's solution must support SAML, or OAuth or OpenID interfaces for the SSO purposes.

7. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract unless otherwise direct by the State.

The State will need the ability to delete data, even data that may be stored off-line or in backups.

The State will need to retrieve data, even data that may be stored off-line or in backups.

Please see SCHEDULE H - DATA RETENTION for retention timelines.

8. END USER AND IT OPERATING ENVIRONMENT

The SOM IT environment includes X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring, and management running in house and in cloud hosting providers.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of site traffic, measured using Sessions or Visitors (or)
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. For those browsers with over 2% of site traffic, except Internet Explorer which requires support for at minimum version 11, the current browser version as well as the previous two major versions must be supported.

Contractor must support the current and future State standard environment at no additional cost to the State.

9. SOFTWARE

Software requirements are identified in **Schedule A – Table 1 Business Specification Worksheet**.

Contractor must provide a list of any third party components, and open source component included with or used in connection with the deliverables defined within this Contract. This information must be provided to the State on a quarterly basis and/or if a new third party or open source component is used in the performance of this Contract.

Contractor will acquire licenses for the unique software(s) for Contractor’s use for their managed and maintained workstations.

Look and Feel Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at <https://www.michigan.gov/standards>.

Mobile Responsiveness

If the software will be used on a mobile device as define in Schedule A – Table 1, Business Specification Worksheet, the Software must utilize responsive design practices to ensure the application is accessible via a mobile device.

SOM IT Environment Access

Contractor access to State environments must be through State through the following methods:

- State provided VDI infrastructure.
- State provided and managed workstation device.
- Contractor owned and managed workstation maintained to all State standards.
- Contractor interface required for contracted systems which are required to maintain to State standards per the **Schedule E – Data Security Requirements**.
- Contractor will connect to State infrastructure by establishing secure and encrypted connections using virtual private network (VPN).

Custom Software Requirements

The MiFI Solution will not require the State to purchase or provide any custom software to support internal SOM systems.

License Structure

The State will own the source code for MiFI Solution and will have full use of the system in perpetuity; no separate end-user license agreement is required.

Third-Party and Open Source Components

Table 1. Background Technology, Third-Party Materials, and Open-Source Components

Package	License	Reason
.NET Core	Apache V2	Web application framework, used for serving web application files and building a REST API
EntityFramework	Apache V2	Entity Framework is Microsoft's recommended data access technology for new applications
LinqKit	MIT	Extension for LINQ to SQL and EntityFramework
Hangfire	LGPL	Background worker framework that runs on the web server
Newtonsoft.Json	MIT	High-performance JSON Library
Serilog	Apache V2	.NET logging framework
Angular	MIT	Web application framework
Rxjs	Apache V2	Observable library for JS

ArcGIS API for JavaScript	ESRI MLA	JavaScript API for ArcGIS functionality for the web
Dojo Toolkit	BSD	JavaScript toolkit used with ArcGIS API for JavaScript

Supported Mobile Devices

We will ensure that any functionality that we modernize or develop will operate on all modern mobile devices and browsers, including, but not limited to:

- Android;
- iOS;
- Windows;
- Google Chrome;
- Microsoft Edge; and
- Apple Safari.

Proposed KL&A Approach, Scope of Work & Prototypes

Please note, due to the capacity-based approach (Agile/ Sprints) to this project, the final scope of work will depend on the number of sprints conducted at the request of DTMB/ DNR.

KL&A will use the Scrum framework of the Agile development methodology to deliver the MiFI Solution.

Development tasks will fall into three categories:

1. Base Application: Work required to deliver a product that meets DTMB system requirements (user authentication, security, etc.) and preserves current MiFI functionalities.
2. ESRI Compatibility: Work required to bring the MiFI web application into alignment with ESRI's technology roadmap, replacing all SOAP web services, integrating with Portal, and revising the MXD file.
3. Enhancements: Items from the Business Specification Worksheet that are not available in the current system. These include functional enhancements, such as configurable map links, and technical geodatabase enhancements, such as branch versioning.

Scope of Work by Category

#	Work Item	Base Application	ESRI Compatibility	Enhancement
1.0	MiLogin Integration	✓		
2.0	System Maintenance Module			
2.1	Users & Roles	✓		
2.2	User Assignments	✓		
2.3	L4 Conversions	✓		
2.4	Cover Type Rules	✓		
2.5	YOE Permissions	✓		
2.6	Application Settings	✓		✓

#	Work Item	Base Application	ESRI Compatibility	Enhancement
2.7	Mobile Settings	✓		
3.0	Migrate Logic from SOAP to REST		✓	
4.0	Core Functional Management			
4.1	Filtered grids for all feature types	✓		
4.2	Compartment View/Management	✓		
4.3	Stand View/Manage	✓		
4.4	Treatment View/Manage	✓		
4.5	Site Condition View/Manage	✓		
4.6	Timber Sale View/Manage	✓		
4.7	Proposal View/Manage	✓		
5.0	Portal Migration			
5.1	Update security model		✓	
5.2	Update application configurations		✓	
5.3	Update geodatabase model		✓	
5.4	Publish features			✓
5.5	MXD updates		✓	
6.0	Web Application Enhancements			
6.1	Display timber cruise data			✓
6.2	Stand productivity / point summary			✓
6.3	Multiple active treatments in a geolocation (master treatment ID)			✓
6.4	Configurable map links			✓
6.5	Streamlined Treatments/History workflow			✓
6.6	Data loading tool (GNA data)			✓
6.7	Attach documents to Treatments/History and Compartments			✓
6.8	Deprecate use of STICS			✓
7.0	Convert custom tools to widgetized map tooling			

#	Work Item	Base Application	ESRI Compatibility	Enhancement
7.1	Selection		✓	
7.2	Delete Feature		✓	
7.3	Merge Features		✓	
7.4	Split Features		✓	
7.5	Explode Feature		✓	
7.6	Island Feature		✓	
7.7	Zoom to Selected Feature		✓	
7.8	Reshape Feature		✓	
7.9	Freehand Stand		✓	
7.10	Create Site		✓	
7.11	Create Treatment for Stand		✓	
8.0	ArcGIS Enhancements			
8.1	Branch versioning			✓
8.2	Sync			✓
8.3	Editor Tracking			✓
8.4	Add Data Widget			✓
8.5	Select Widget			✓
8.6	Filter Widget			✓
8.7	Print (GeoPDF)			✓

During Sprint Zero KL&A's project manager, lead business analyst, solution architect/technical lead, and GIS specialist will work collaboratively with DNR, ESRI, and DTMB to make informed decisions about system design, data architecture, infrastructure requisition and configuration, and initial prioritization of work while developing a preliminary product backlog with enough user stories for developers to begin work. Sprint Zero's architectural outcomes will be derived collaboratively with data integrity and functional stability driving the decision-making process.

KL&A's solution architect and GIS specialist will also use this time to develop proof-of-concept prototypes to validate the solution design, ultimately informing the necessary work described by the product backlog. These lightweight prototypes will be created using API development/testing tools to build testable workflows from API calls and response processors.

Specific requirements that may benefit from prototyping during Sprint Zero are:

- Migration of feature class data to DNR Portal environment with non-breaking results to current functionality (Requirement 3).
- Enabling of new feature class functionalities post-migration: Sync, Editor Tracking, and Branch Versioning (Requirement 3).
- Replacement of custom mapping tools with native ESRI widgetized tools (Requirement 5).
- Data loading and 'Add Data' capabilities (Requirements 6 and 10).
- Revision of MXD map file data for ArcGIS Pro compatibility and non-breaking results to functionality (Requirement 7).
- Treatment and Treatment History workflow engineering (Requirement 8).
- STICS deprecation engineering (Requirement 14).

KL&A will regression test each workflow and provide results to DNR to review and approve based on three criteria:

- Integrity of data,
- Accuracy of business logic, and
- Performance quality (processing is error free; processing times meet or beat the current system performance).

Once a workflow is validated and user accepted, the approved code samples will be merged into the solution's code repository, with integrated links to related backlog stories for easy reference / reuse during our development sprints.

Governance and Shared Resources

- KL&A project manager will provide FRD with the convenience of a single-point-of-contact that will increase efficiency across both the existing VMS modernization project and the MiFI Solution implementation. After the VMS project closeout, the project manager will continue to support the MiFI rewrite project and VMS maintenance and support activities.
- KL&A solution architect/technical lead will provide experienced guidance for the MiFI Solution team without disrupting VMS development activities. After the VMS project closeout, our solution architect/technical lead will continue to support the MiFI Solution project and VMS maintenance and support activities.
- KL&A will also establish shared, non-key resources for testing, training, quality assurance, and operational support across the MiFI Solution project and VMS maintenance and support activities, providing synergy gained from a broad understanding of the forest inventory, prescription of forest treatments, execution of commercial timber sales, and next-step treatment processes.

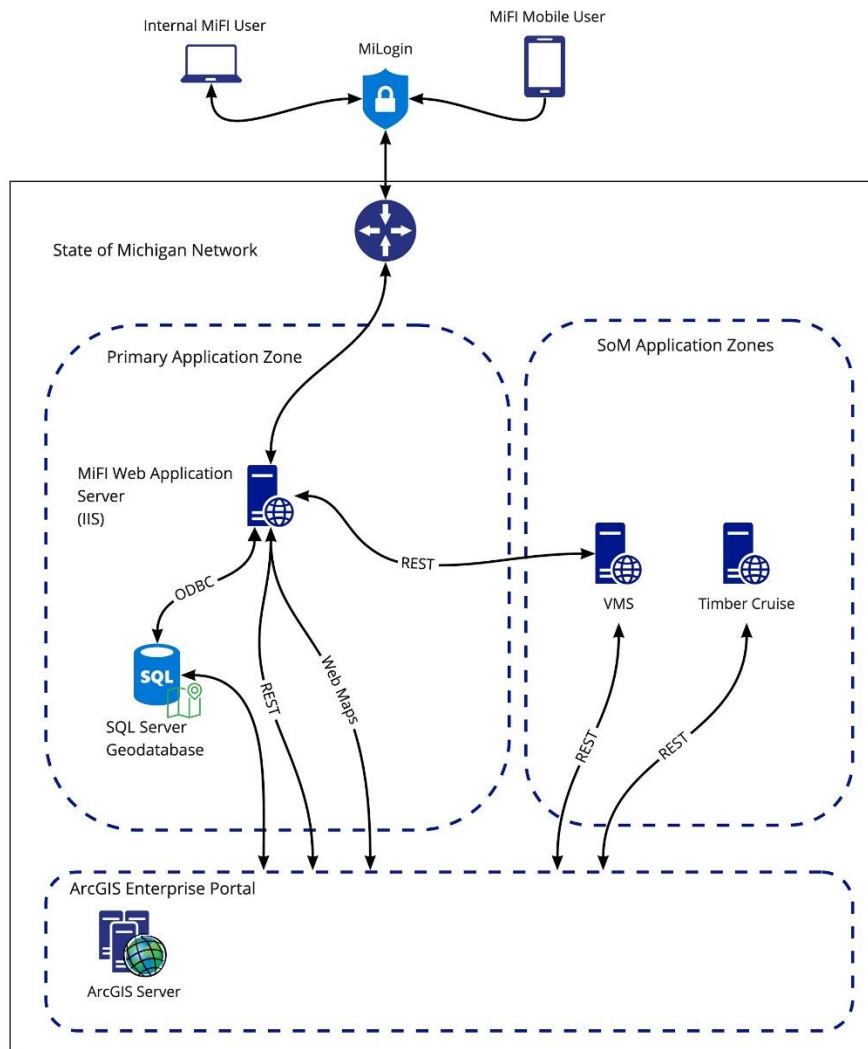
Technical Architecture

- The new MiFI Solution will be a modern, web-based solution supporting the display and editing of geospatial data and tabular attributes of multiple ESRI Enterprise Portal managed features, using the following programming languages and technologies:

- Web Application: C# .NET
 - Server Side Controllers: .NET Core API/C#
 - Client Side Views: Angular 10.0+, Typescript
- Database:
 - SQL Server / Entity Framework
- GIS Capabilities
 - DNR Portal for ArcGIS
 - ArcGIS API for JavaScript
 - ArcGIS REST JS
 - ArcGIS Enterprise REST APIs
- Integration
 - REST - Real Time API
 - MiLogin - Single Sign On

Figure 1, below, illustrates the proposed architecture of the new MiFI Solution.

Figure 1. Proposed Solution Architecture



Functional Description

The updated MiFI Solution web application will support workflows that combine data management, custom business logic, and ArcGIS mapping technologies, with additional modules to manage asset data, system configurations, and user permissions, among other things.

User Interface Specifications

The new MiFI Solution will be developed using the KL&A Core component library which includes the *Material Design* interface specification. Material is one of the most popular user interface design specifications in use at this time, offering guidance on layout, iconography, color usage, etc. The Material library supports web, mobile, and desktop applications, making it an ideal fit for the new MiFI Solution.

Material's implementation, alongside Angular JS, provides responsive, asynchronous interactive elements that users can show, hide, move, resize, etc., all on the client side. Not only does this allow the individual user to tailor the screen size based on their personal work needs, this approach will also be better for system performance. Leveraging computing power on the client side dramatically reduces the number of server-side calls that are inherent in the current application, which undoubtedly is hurting overall performance. This is one of a number of key changes in the new solution that will offer significant performance improvements.

The new user interface will be responsive on any size screen from desktop/laptop to tablet or smartphone. It will also be compliant with ADA WCAG 2.0 and eMichigan look-and-feel standards.

Navigation

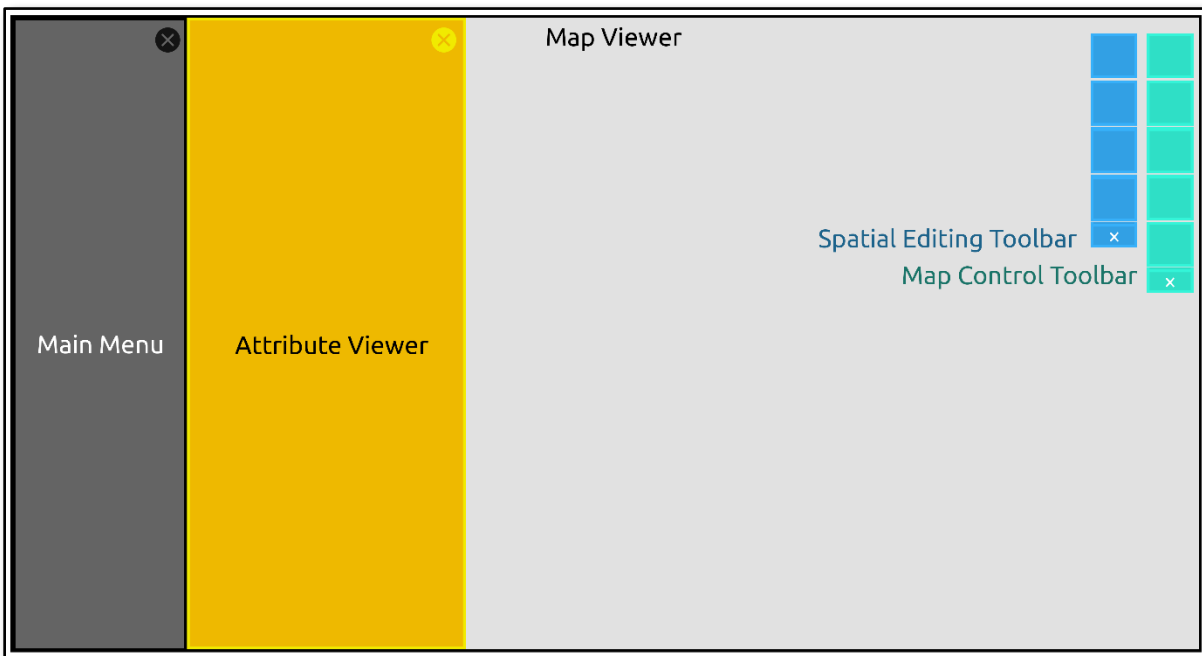
Navigation in the MiFI Solution will be designed to cater to users who have a specific, geolocation-based task or query in mind. As a result, there will be very few “traditional” navigation menus that are typically found in web applications. The only real example of such a menu will be the System Maintenance module.

MiFI Solution users will most often move through the application via select actions that change the focus area of the map. A typical navigation funnel will support intuitive transitions from selecting a compartment, to an associated layer, to a selected object; refocusing the map; and retrieving related attributes along the way.

Map Viewer

The Map Viewer will comprise the majority of the user interface screen area. It will be the container for displaying the base map, map features, layers, and objects. The Attribute Viewer (page 45) and Spatial Editing (page 46) containers will overlay the Map Viewer. Figure 2, below, shows a suggested wireframe for the layout of the Map Viewer. **Error! Reference source not found.**, on page 44, shows a mockup of this screen after a user has selected a compartment.

Figure 2. Map Viewer Wireframe



The user will have the ability to show/hide containers on-the-fly to create the optimal working view for any task.

Map Controls

The descriptions below are based on existing labels and UI groupings, which may evolve during JAD sessions. Functionality will remain available even if the screen design changes.

- **Legend:** Toggle visibility of available map layers.
- **Toolbar:** Quick access to basic controls and GIS tools. Current toolbar includes Clear Selection, Full Extent, Previous Extent, Next Extent, Switch Basemap, Identify, Map Pan, and Location.
- **Zoom Tool:** An adaptive locator tool that will load related criteria fields based on the selected Unit Type value, allowing the user to load a matching map location in the map viewer.
- **Measure Tools:** Allows the user to measure an area by drawing a polygon, measure a distance between two points, or return longitude / latitude / GeoRef coordinates for a single point. Unit of measure will be selectable for each tool.
- **Identify Tool:** Used to select a feature by clicking on the map. On selection, the system will load the feature details and available spatial editing tools.

My Compartments

My Compartments will list compartments assigned to the current user. The Key identifier, Year of Entry, and Status will be displayed for each compartment. The following actions will be available for each listed compartment:

- Zoom the map to compartment;
- Zoom and load associated layers table;
- Open the compartment attribute editor; and
- Lock/Unlock compartment (conditionally available).

Associated Layers

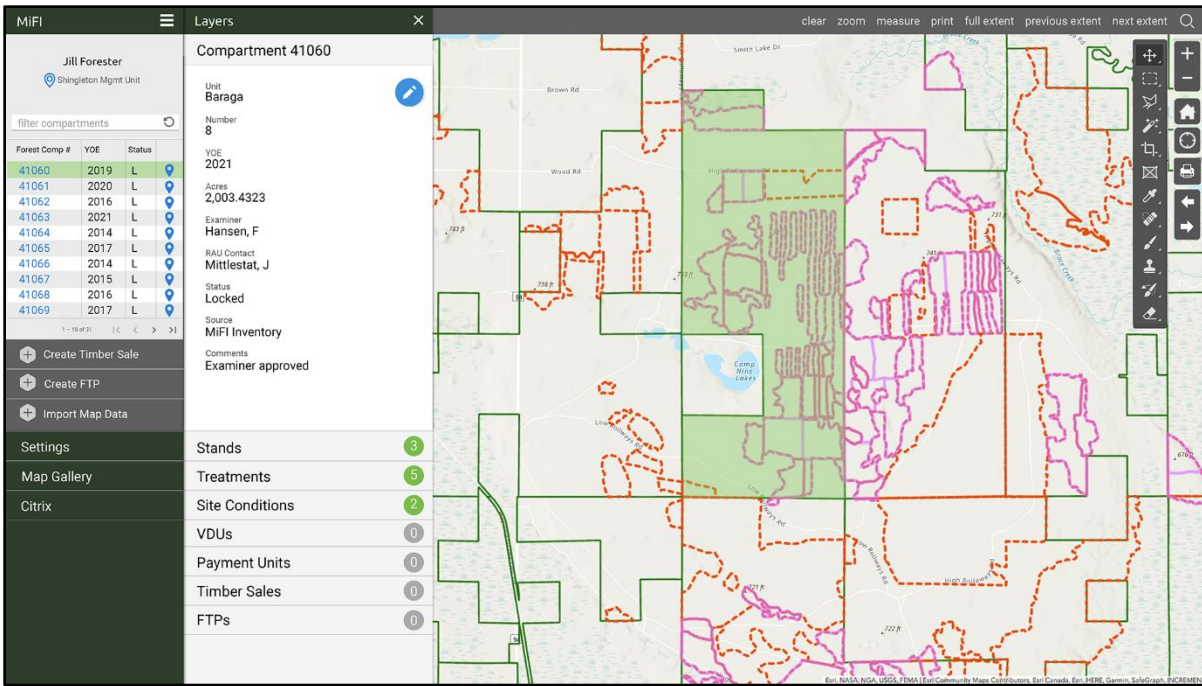
When a compartment is selected, related layer records will be returned (**Error! Reference source not found.**, page 44), allowing the user to select an action for a given record:

- Zoom map to the selected layer object;
- Open in the attribute editor;
- Create a Timber Sale (conditional by selected Compartment); and
- Create a Forest Treatment Proposal (conditional by selected Compartment).

The following layers and field values will be returned:

- **Stands:** Number, Cover, Acres, Status
- **Treatments:** Name, Type, Method
- **Site Conditions:** Number, Dominant, Availability
- **VDUs:** Sale Number, VDU Number, Acres
- **Payment Units:** Sale Number, Payment Unit Number, Acres
- **Timber Sales:** Sale Number, Sale Name, Sale ID, Proposal Status
- **Forest Treatment Proposals:** FTP ID, FTP Number, Status

Mockup of a Compartment Detail Screen with Related Layer Records



Attribute Viewer

The Attribute Viewer will be a dynamic, resizable container to view and edit tabular data records and complete workflow actions. Data will be retrieved based on the selected map object(s). All current-state management functionality will be maintained with enhanced or modified functionality as described in the business requirements document provided with the RFP. **Error! Reference source not found.**, below, summarizes the existing functionality that will be available in the new MiFI Solution, as well as enhanced functionality as specified in the business specifications worksheet.

Feature Layer Attribute Functionality

Feature Layer Type	Continuing Functionality	Enhanced Functionality
Compartments	Compartment Summary	Compartment Documents (Requirement 9)
Stands	Stand Summary Stand Documents Manage Canopy / Sub-Canopy Comments Draft Treatment Notes	Site Classification & Productivity Data (Requirement 13): Site Index Habitat Type Natural Community / Rarity Ranking Timber Cruise Data - Stands Cruised (Requirement 12)
Treatments	Active Treatment: General Information Objectives Comments Activity Tracking	Treatment Documents (Requirement 9)

	Treatment Lineage Treatment History Next Step Treatments Next Step Treatment Comments Batch management of approval status codes	
Site Conditions	Details Dominant Site Conditions Other Site Conditions General Comments Locked / Sensitive Comments	
Timber Sales	Active Timber Sale Associated VDU Associated Payment Unit	Timber Cruise Data - Sale Data (Requirement 12)
Forest Treatment Proposal (FTP)	Forest Treatment Proposal Details Activity Tracking	

Data Loading Tool

The Attribute Viewer will provide access to a new utility that facilitates loading a template-based data file of spatial geographies and feature attribution (Requirement 10). The MiFI Solution will run validations on the file, blocking the injection of bad data into the MiFI data model.

Spatial Editing

The new MiFI Solution will use the latest version of ESRI native tools using the ArcGIS API for JavaScript whenever possible. Existing custom tools will be evaluated during deprecation to identify any embedded business logic that must be replicated during the conversion to ESRI native tools invoked via the ArcGIS Enterprise APIs (Requirement 2).

Below is a list of the spatial tools that we've identified from the legacy system, plus new tools requested in the RFP:

- Select by Point
- Select by Box
- Select by Freeform Line
- Select by Polygon
- Clear Selection
- New Selection
- Add to Existing Selection
- Remove Selection
- Delete Feature
- Merge Features
- Split Feature
- Split Feature - Freehand Line
- Explode Feature
- Island Feature
- Island Feature - Freehand
- Zoom to Selected Feature
- Reshape Feature
- Reshape Feature - Freehand
- Create Treatment
- Create Site Condition
- Freehand Sketch
- Print (GeoPDF) (Requirement 5)
- Add Data (Requirement 5)
- Filter and Select Date (Requirement 5)

Geometry Business Logic

Currently, almost every user edit triggers the web application to:

1. Invoke a SOAP service method;
2. Send the edit transaction through a numerous, inefficient C# business logic processes;
3. Send values to SQL stored procedures to update multiple geodatabase tables;
4. Parse the transaction result;
5. Send response back to the web application; and
6. Display results on screen to the user.

The new solution will replace the SOAP web service with a REST API. KL&A will refactor or replace the targeted C# code to reduce the volume of client-to-server interactions in favor of leveraging client-side capabilities. This approach will handle most user-editing steps locally, reducing server-side calls until the user is committing finalized changes. Business logic that must be processed by the server will be rewritten in finer granularity to follow software development best practices for separation of concerns. Listed below are the highest priority geometry service methods that will be refactored under this approach:

1. CreateShapeFromStand
2. CreateSiteConditionsFromFeatureObject
3. TrimTreatmentHistoryByCompartment
4. CreateSiteConditionsFromVMSSales
5. UpdateTreatmentSliverTableInSale7to8Advance
6. Advance7To8Validation
7. ClipCutterToCompartmentShapes
8. CreateFreehandStand
9. UpdateCompartmentShapeFromStands
10. DeleteToUniversalShapes
11. DeleteTreatment
12. ExplodeShape
13. RemoveAcres
14. IslandShapes
15. UpdateTreatmentShapeFromHistory
16. SplitShapes
17. MergeShapes
18. ReshapeShapes
19. 500 lines of STICS-related code
20. PuQQIntersect

All geometry service methods in the current SOAP service, including those not in the high-priority list above, will be reviewed with DNR FRD during sprint zero discovery sessions. Each method will be documented to describe preceding business conditions, user actions, data inputs/outputs, and downstream workflows. Sessions will then transition from discovery to design of new REST service methods, including streamlined Treatment / Treatment History Workflows (Requirement 8) and elimination of the STICS feature class as a migrated data set (Requirement 16).

System Maintenance

System Maintenance screens will be converted one-for-one to the new user interface design. The following existing functionality will be preserved:

- **Users & Roles:** Add/Edit user accounts; Manage user roles individually or in bulk
- **User Assignments:** Add/Remove unit and compartment assignments for a selected user
- **Assignment Lookup:** Search for assignments by user, unit, or compartment
- **L4 Conversions:** Manages the values stored in the database used for Level 4 Conversions
- **Cover Type Rules:** A user interface for building business rules that apply to Cover Types, with configurable operators, threshold values, and attributes by species
- **YOE Permissions:** Used to add/remove compartment permissions by a combination of management type, management unit, and year of entry
- **Mobile Settings:** Used to update the current user's password for MiFI Mobile
- **Application Settings:** Used to configure values for the Map Gallery URL, Zoom Leven Modifier, and Cover Types Calculations Staging Run Date.

Additionally, KL&A will add a new a new function to the Application Setting screen to configure geography-specific hyperlinks in the application toolbar (Requirement 15).

10. INTEGRATION

Contractor must integrate their solution to the following technologies:

Current Technology - MiLogin	MiFI mobile uses MiLogin and MiFI (web application) uses Active Directory. A reference guide is available.
Volume of Data	Frequency is with each authentication, daily. There are ~300 users, that could use the application simultaneously.

Current Technology - DNR TimberCruise	Michigan DNR deployed a new Timber Cruise solution in 2021 using ESRI technology in an ArcGIS Portal. The Timber Cruise solution is comprised of ESRI map services published to an ArcGIS Server and deployed to end users in the Portal environment. The two primary applications are: Inventory Manager (a web editing application that uses JSON and other Map service technologies to edit and provide detailed reporting) and Mobile Map (Custom offline capable applications that field staff use to collect data in the field). Note: Any data used in Mobile Map requires ESRI's Editor Tracking to be enabled at the database level. This will need to be a requirement for the MiFi re-write
Volume of Data	Timber Cruise requires the use of the following MiFi datasets: Compartments, Treatments, VDU's, and Stands. These datasets will need to be available on demand and have "Editor Tracking" enabled. Timber Cruise also has its own GIS data-model that is comprised of the following: two-point feature classes, two-line feature classes, two polygon feature classes, and seven tables. Currently the Timber Cruise SDE Database is 270 GB.

Current Technology - Vegetative Management System (VMS)	Via the use of Web Services, MiFi integrates with VMS, data is transferred in both direction; MiFi to VMS and VMS to MiFi.
Volume of Data	On demand, real-time, daily

11. MIGRATION

Migration is only needed for the MiFi System. The enhanced solution for MiFi is expected to include historic data that is already in the database. The database can be used for the enhanced solution or the enhancement will require the inclusion of data migration. Contractor must migrate the data identified in the table below:

Current Technology	MS SQL 2014
Data Format relative to the database technology used.	Geospatial inventory data, tabular, attachments; pdf, shape files, GPX, CSV, XML, and MS Word
Number of data fields to give Contractor awareness of the size of the schema.	Stands: 48 fields, Compartments: 24 fields, Treatments: 50 fields, Site Conditions: 28 fields
Number of records to give Contractor awareness of the size of the schema.	Stands: 190458, Compartments: 5495, Treatments: 26395, Site Conditions: 41062
Database current size.	Less than 50GB
Number of database tables, views and procedures	31 CHECK constraints 47 Default or DEFAULT constraints 16 FOREIGN KEY constraints 1 Inlined table-functions 15 Scalar functions 629 Stored procedures 69 System tables 4 Table functions 27 Triggers 328 User tables 37 Views
Development/other tools were used to create the system	Current is Visual Studio 2017, Minimum version 10.0.40219.1. SQL Sever Management Studio is used for database
Development language or platform of the current system	Application is written in MVC design pattern, WCF for web services (REST and SOAP). Development Languages are: c#, jQuery , Javascript, CSS, Less, HTML, Arcgis, Sql server 2014 with spatial data
Current system's maintenance history, including current versions and patch levels for server OS, middleware, development tools, etc.	Current code in production is in Azure code repository, for Web Windows server 2016, for Database SQL Server 2014 sp3, Current.net framework version 4.6.1
Is data quality a major or serious concern?	Yes
Does the project require extensive data cleansing and standardization?	No
Does a data model exist for the target system?	Yes
Size of the SAN for the current system	161MB on each production Intranet server
Number of environments utilized for dev, test and production in conjunction with the current system	Current system has a DEV, QA, and PROD instance. The State will keep that same structure in the enhanced MiFI system (DEV, QA, and PROD)

The database may be increased at the time of transition, if required by the State.

12. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, Go-Live support, and transition to customer self-sufficiency. The State will ultimately have 300+ users who will need to be trained. Acceptable training methods include the following: classroom, online/ remote, and Train the Trainer.

Video

KL&A will provide a series of training videos. Each video explains how to use a specific feature or perform a specific task. The videos are published in a private YouTube channel. End users can subscribe to applicable playlists to access relevant videos. They can also browse the entire video library.

If DNR prefers the videos to be accessible from within the MiFI Solution, KL&A can publish them to a State server and provide the appropriate links, similar to the Training Manuals option that is available from within VMS.

Train-the-Trainer

For each major release, KL&A will conduct training for up to 20 selected individuals who will then train other users in their respective groups and locales.

KL&A will include a business analyst who will produce the necessary training materials and who will conduct administrator and user training after each major release. This will serve to ensure that trainees are receiving training just before using the MiFI Solution so that training topics are fresh in their minds.

To maximize the value and cost efficiency of our proposed approach to training, KL&A recommends train-the-trainer sessions be provided via Zoom (or equivalent teleconferencing software) for users who cannot attend in person.

Required Resources

KL&A can offer training at our Okemos office or can perform training at State facilities in Lansing, Michigan. If training will be conducted at State facilities, KL&A requires projection capabilities and internet access. Also, each trainee will require a State-provided computer on which to conduct training exercises.

UAT Training

In addition to formal training, DNR users who participate in user acceptance testing (UAT) will receive training before each UAT cycle, which results in a group of users who are very knowledgeable about the system and capable of sharing that knowledge across the organization.

Training Plan

During sprint zero, the KL&A project manager will work with DNR to develop a Training Plan (SEM-0703) that:

- Spells out the scope and objectives of training;
- Identifies roles and responsibilities;
- Clarifies evaluation practices for determining if learning outcomes are achieved;
- Addresses training strategy;
- Identifies required training resources, locations, and environments;
- Identifies training dates and times; and
- Specifies who will attend each section of training.

13. TRANSITION RESPONSIBILITIES

Please see detailed transition-in and transition-out plan in Schedule F – Transition In and Out Plan.

14. DOCUMENTATION

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

15. CONTRACTOR PERSONNEL

Contractor Contract Administrator. Contractor resource who is responsible to(a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Name: Justin Shaulis, KL&A Partner
Address: 28081 Southfield Road Lathrup Village, MI 48076-2816
Phone: Office: 248-559-7910 Fax: 248-559-8066 Mobile: 517-803-3217
Email: j.shaulis@kunzleigh.com

Contractor Security Officer. Contractor resource who is responsible to respond to State inquiries regarding the security of the Contractor's Solution. This person must have sufficient knowledge of the security of the Contractor Solution and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name: Shaun Giddings
Address: 2164 University Park Drive Okemos, MI 48664
Phone: 248-559-7910
Email: s.giddings@kunzleigh.com

Contractor GIS Specialist. Contractor resource who is responsible for designing, developing, and implementing ESRI Arc GIS enhancements into the modernized MiFI Solution.

Contractor
Name: Matt Savela
Address: 2164 University Park Drive Okemos, MI 48664
Phone: 248-559-7910
Email: m.savela@kunzleigh.com

16. CONTRACTOR KEY PERSONNEL

Contractor Project Manager. Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name: Jeremy Harder
Address: 2164 University Park Drive Okemos, MI 48664
Phone: 248-559-7910
Email: j.harder@kunzleigh.com

Contractor Solution Architect/ Technical Lead. Contractor resource who is responsible to serve as a liaison with team members, management, and clients to ensure projects are completed on time, to the standards, and conform to the requirements.

Contractor
Name: Garrett Radford
Address: 2164 University Park Drive Okemos, MI 48664
Phone: 248-559-7910
Email: g.radford@kunzleigh.com

17. CONTRACTOR PERSONNEL ROLES AND RESPONSIBILITIES

Role	Responsibility	Participation Commitment
KL&A contract administrator	<p>The KL&A contract administrator will be the primary point of contact for contract-related communications. The KL&A contract administrator will be responsible for:</p> <ul style="list-style-type: none"> Facilitating, documenting, and monitoring contractor responsibilities and activities in the fulfillment of contract requirements. Providing executive oversight to the KL&A team. 	<ul style="list-style-type: none"> Must attend all meetings related to contract negotiation
KL&A project manager	<p>The KL&A project manager will interact with designated personnel from the State to ensure a smooth transition into the project, as well as a smooth transition to the new system. The project manager will coordinate all activities of KL&A personnel assigned to the project and create all reports required by the State. The KL&A project manager's responsibilities include at a minimum:</p> <ul style="list-style-type: none"> Managing all defined KL&A responsibilities in the scope of services Developing the Project Management Plan and project schedule, updating as needed Serving as the point person for all project issues 	<ul style="list-style-type: none"> Must attend daily standups Must attend sprint planning and sprint demo/retro meetings and be available in a timely manner to answer questions and make decisions Must attend Steering Committee, Change Control Board, and

	<ul style="list-style-type: none"> • Coordinating and overseeing the day-to-day project activities • Escalating project issues, project risks, and other concerns • Reviewing all project deliverables and providing feedback • Proactively proposing/suggesting options and alternatives for consideration • Using change control procedures • Preparing project documents and materials • Facilitating sprint planning & retrospective • Owning and assigning action items • Reporting project status to DTMB PM and DNR product owners • Assessing and mitigating risks • Finding and removing roadblocks • Facilitating communication between roles for every aspect of the project • Keeping release/project information consolidated, organized, and up to date • Driving the cross-functional team at all levels • Driving the execution of sprints 	<p>Project Leadership meetings</p> <ul style="list-style-type: none"> • Attend JAD and testing sessions as needed • Must attend weekly and monthly status meetings
<p>KL&A technical lead/solution architect</p>	<p>The KL&A solution architect/technical lead will be responsible for technical oversight and direction for all aspects of the solution and project, ensuring that the MiFI Solution supports DNR's vision and achieves DNR's business objectives. He will be responsible for:</p> <ul style="list-style-type: none"> • Facilitating workgroup meetings with DNR product owners and subject matter experts, as well as KL&A team members • Leading and/or consulting on the development of the system architecture and working closely with the DTMB architect, the KL&A security officer, and the KL&A GIS specialist to ensure the MiFI Solution satisfies requirements and will function as designed • Designing and developing the architecture for the MiFI Solution data stores • Providing guidance and standards in support of the overall data architecture to include data analysis, data modeling, data transformation, database performance, data mapping, and, as applicable, quality assurance of the maintained data • Migrating, consolidating, and cleansing data • Analyzing data for optimization and efficiency and performing data quality reviews • Conducting data retention analysis and/or services • Providing direction to the overall development team 	<ul style="list-style-type: none"> • Must attend daily standups • Must attend sprint planning and sprint demo/retro meetings and be available in a timely manner to answer questions • Must attend Change Control Board and Project Leadership meetings • Attend technical discussions and design sessions • Attend JAD and testing sessions as necessary

	<ul style="list-style-type: none"> • Ensuring best development practices and standards are being followed • Reviewing requirements to drive architectural decisions • Supporting the teams with business analysis and quality assurance activities, when needed • Assisting with documentation development 	
KL&A security officer	<p>The KL&A security officer will be responsible for the overall security of system data, including:</p> <ul style="list-style-type: none"> • Working with the team to ensure all architecture and designs adhere to data security best practices • Ensuring all DTMB/MCS security assessments and documents are completed • Designing and developing web services for secure data sharing • Performing data security risk assessments and develop mitigation strategies • Performing any necessary scans and penetration testing to ensure data security 	<ul style="list-style-type: none"> • Must attend daily standups • Must attend sprint planning and sprint demo/retro meetings and be available in a timely manner to answer questions • Attend technical discussions and design sessions • Attend JAD and testing sessions as necessary
KL&A GIS specialist	<p>The KL&A GIS specialist will be responsible for designing and developing ESRI GIS-related functionality. The GIS specialist will be responsible for</p> <ul style="list-style-type: none"> • Facilitating meetings • Collaborating with ESRI and DNR (via DNRs existing contractual arrangements with ESRI) to leverage ESRI expertise at various points in the project • Migrate MiFi managed application data to MDNR Portal environment and adding the following ESRI database functionalities to the data: Sync, Editor Tracking, and Branch Versioning • Replacing MiFi's map tools custom code with native ESRI tools and widgets for functions including 'Print' (GeoPDF), Add Data, Select, and Filter • Enhancing the current functionality of the MiFi application with the ability to add data to a map, including various datatypes and Portal web services (Hosted and Referenced Portal feature services) • Overhauling the map document that is integrated into MiFi (.MXD file) and related workflows to utilize ArcGIS Pro rather than ArcMap 10.x • Assisting with documentation development • Supporting business and quality analysts where necessary 	<ul style="list-style-type: none"> • Must attend or call-in to daily standups • Must attend sprint planning and sprint demo/retro meetings and be available in a timely manner to answer questions • Attend technical discussions and design sessions as necessary • Attend JAD and testing sessions as necessary
KL&A lead business analyst / trainer	<p>The KL&A lead business analyst / trainer will be responsible for:</p> <ul style="list-style-type: none"> • Leading and organizing business analysis activities • Facilitating meetings 	<ul style="list-style-type: none"> • Must attend daily standups • Must attend sprint planning and sprint demo/retro meetings

	<ul style="list-style-type: none"> • Elaborating and validating functional and technical requirements • Performing gap analyses • Documenting use case scenarios and user stories • Performing business and workflow analysis • Assisting with documentation development • Conducting train-the-trainer online sessions 	<p>and be available in a timely manner to answer questions</p> <ul style="list-style-type: none"> • Attend technical discussions and design sessions • Attend JAD and testing sessions as necessary • Attend training sessions
KL&A lead quality analyst	<p>The KL&A lead quality analyst will be responsible for:</p> <ul style="list-style-type: none"> • Developing test plans • Drafting, managing, and executing test scripts that satisfy documented scenarios as mapped against the requirements traceability matrix • Organizing, leading, and overseeing all testing activities • Working with DNR to regularly triage UAT defects • Conducting UAT kickoff meetings • Facilitating sprint and release UAT activities • Delivering testing metrics data to the KL&A project manager for inclusion in weekly status reports • Processing support requests and providing support services during the DDI phase of the project • Triaging defects during the warranty and maintenance and support phases of the contract • Overseeing defect resolution activities during the DDI and warranty phases of the contract, ensuring services levels are met 	<ul style="list-style-type: none"> • Must attend daily standups • Must attend sprint planning and sprint demo/retro meetings and be available in a timely manner to answer questions • Attend technical discussions and design sessions • Attend JAD and testing sessions as necessary • Must attend testing kickoff meetings
KL&A full-stack software developers	<p>The KL&A developers will be responsible for the construction, implementation, and unit testing of the MiFI Solution.</p>	<ul style="list-style-type: none"> • Must attend or call-in to daily standups • Must attend sprint planning and sprint demo/retro meetings and be available in a timely manner to answer questions • Attend technical discussions and design sessions as necessary • Attend JAD and testing sessions as necessary

18. CONTRACTOR PERSONNEL REQUIREMENTS

Background Checks. Contractor must present certifications evidencing satisfactory Michigan State Police Background checks, ICHAT, and drug tests for all staff identified for assignment to this project.

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

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

Offshore Resources. This project will not allow for the use of Offshore Resources.

19. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Contract Administrator
Name: Matt Weiss
Phone: 517-256-9895
Email: weissm4@michigan.gov

Program Managers. The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

DTMB Program Manager
Name: Shiv Singh
Phone: 517-241-0296
Email: singhs1@michigan.gov

Agency Program Manager
Name: Jason Stephens
Phone: 231-631-8591
Email: stephensj@michigan.gov

20. MEETINGS

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State's Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and Go-Live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following Go-Live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

The Contractor must attend the following meetings, at a location and time as identified by the state, at no additional cost to the State:

- During MiFI development, a weekly Contractor, DTMB, and DNR leadership meeting
- Quarterly Steering Committee Meeting

Meetings KL&A will Regularly Conduct Throughout the Project

Meeting Types	Purpose	Frequency	Attendees
Kickoff meeting	To bring together project stakeholders to review and agree upon approach, work breakdown structure, schedule, milestone, deliverables, known risks and issues, mitigation strategies, escalation protocols, change control processes, and formats and frequency for various reports and communications.	Once at the beginning of the project	Stakeholders to be identified during contract negotiation
Governance (Steering Committee) and Architecture Meetings	To bring together the KL&A Governance (Steering Committee) and Architecture team with identified DNR and DTMB leadership and decision-makers to review scope requirements holistically, make decisions about whether functionality should be added to the core or made optional for specific divisions, negotiate cost-sharing opportunities, and plan the product roadmap and release schedules holistically.	As needed throughout the project	Stakeholders to be identified during contract negotiation and/or kickoff meeting.
Joint application design sessions (JADs)	To bring together applicable stakeholders for validating and elaborating requirements and collaboratively designing the user interface. JADs are scheduled as needed.	As needed, throughout the project	Stakeholders to be identified during contract negotiation and/or kickoff meeting
Sprint planning sessions	To collaboratively plan the work that will be completed in the sprint. Work is pulled off the top of the prioritized Product Backlog.	Once per sprint	KL&A development team and DNR product owner(s)
Sprint review/demo sessions	To demonstrate new functionality developed in the sprint, gaining DNR feedback before the functionality is migrated to the QA or testing environment.	Once per sprint	KL&A development team and identified DNR stakeholders
Daily Scrums	For each team member to report what they did yesterday, what they are doing today, and any impediments they are experiencing. This serves forward momentum and fast resolution of impediments.	Daily	KL&A development team
Sprint retrospectives	To discuss what went well and what did not go well. The team collaboratively decides on action plans to correct or avoid identified problems and sets norms based on previous action plans that were effective. This continuous reflection improves team cohesiveness and velocity.	End of each sprint	KL&A development team
UAT kickoff sessions	To clarify what is being tested and by whom and to answer any questions UAT testers may have.	Before each sprint UAT cycle and to release UAT	KL&A test manager & identified DNR UAT testers

Meeting Types	Purpose	Frequency	Attendees
Defect triage sessions	To review defects reported during UAT or production use for verifying impact, categorizing defect classification, and prioritizing their position in the product backlog per the DNR product owner's wishes.	Several times per week during UAT cycles	KL&A test manager and DNR product owner(s)
Weekly status meetings	To review project status, work completed, upcoming work, risks and issues, and any other topic requiring DNR and DTMB's attention.	Weekly	KL&A project manager and identified DNR and DTMB stakeholders
Monthly status meetings	To review: <ul style="list-style-type: none"> Maintenance release planning and the defects to be included in the next scheduled maintenance releases; Completed defects since the last meeting; Progress of any new development contracted during the maintenance period; and Service levels for compliance with Service Level Agreement. 	Monthly after go-live	KL&A project manager and identified DNR and DTMB stakeholders
Ad hoc meetings	To discuss any issue requiring collaboration between one or more parties.	As needed	KL&A project manager and applicable parties from DNR or DTMB

In the Project Management Plan, KL&A will include a comprehensive Communication Plan that identifies when, where, and who is to participate in each type of meeting.

21. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

All Contractors must submit and enter weekly timesheets into the State of Michigan's Project Portfolio Management tool, Clarity PPM, for approval and reporting. The weekly Clarity PPM timesheet will contain hours worked for assigned project tasks.

22. PROJECT MANAGEMENT

The Contractor Project Manager will be responsible for maintaining a project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

23. NEW ENHANCEMENTS

Upon request and at the State's sole option, the Contractor will provide additional goods or services to meet changing needs and requirements. Contractor will ensure that sufficient technical resources are available to address this requirement. To obtain New Enhancements, the State will submit a SOW to the Contractor for the additional goods and services requested. For each such SOW received from the State, the Contractor will provide a Written Proposal, including a project plan and a quote based on the rates established in **SCHEDULE B - PRICING**. Upon review and written approval of the Written Proposal by the DTMB PM and the Agency PM, the Agency will submit a contract change request to DTMB - Procurement. Upon review and written approval by DTMB - Procurement, a contract amendment (Change Notice) will be executed. A fully executed Change Notice is required prior to issuance of any Purchase Order (DOIT1/PO). An issued DOIT1/PO is required prior to Contractor providing any goods or services.

24. MAINTENANCE & OPERATIONS

Definitions for Maintenance & Operations and New Enhancements:

- Maintenance & Operations means fix problems/errors as defined in **SCHEDULE D - SERVICE LEVEL AGREEMENT**; answer questions through a helpdesk during **Support-Hours**; and any necessary fixes to ensure systems are continually working with the ESRI software.
- New Enhancements means new functionality /new requirements (outside of ESRI fixes). These will be conducted on a time and material basis with the addition of a Statement of Work (SOW) to the Contract. See **Section 23. NEW ENHANCEMENTS**.

Support-Hours:

Contractor's support model will provide support during business hours. Contractor will provide support Monday through Friday, 8:00 a.m. to 5:00 p.m. EST. No overtime will be authorized or paid. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project. Contractor shall observe the same standard holidays as

State employees. The State does not compensate for holiday pay. Contractor will not be reimbursed for travel expenses or travel time.

Maintenance & Operations:

- Maintenance and Operations for MiFI will start immediately after Warranty Period. Maintenance and Operations for VMS will start immediately after Warranty Period ends.
- The following table provides a high-level list of tasks that will be performed as part of the Maintenance and Operations. Contractor will provide services in conformity with **SCHEDULE D: SERVICE LEVEL AGREEMENT**.

Area	Activities
Maintenance	<ul style="list-style-type: none"> • Maintenance tasks focus on addressing incidents reported to the help desk, security maintenance (adaptive and preventative maintenance), and performance management. This includes the following tasks: <ul style="list-style-type: none"> ○ Answering questions regarding system functionality or processes ○ Provision of a break-fix management process (i.e., track, triage, prioritize, and resolve) ○ Support for break-fix items and security vulnerabilities ○ Performing adaptive and preventive security maintenance ○ Minor Releases - Additional development for routine software update releases, etc. ○ Every six months at a minimum, Contractor will review software and make recommendations for changes based on updates by ESRI. ○ Every six months at a minimum, Contractor will monitor the MiFI and VMS systems for changes that have occurred in the environments or that are scheduled to be updated. These changes could involve changes to the software itself, Hardware updates, Database Updates, Security Updates, and any other general maintenance updates as required necessary by State of Michigan DTMB. Contractor will advise the client team of work that has to be done and provide an estimate for that work. ○ Handle databased updates as requested by DNR
Operations	<p>Contractor will work with DTMB on the following:</p> <ul style="list-style-type: none"> • Operations tasks focus on keeping the system functioning with the least amount of disruptions to the ongoing business processes. This includes the following tasks: <ul style="list-style-type: none"> • System monitoring • Environment management and deployment • Monitoring interfaces • Capacity monitoring • Performance monitoring • System health checks • Availability monitoring • Reports and Metrics • Monthly Status Report will include the following operational metrics: <ul style="list-style-type: none"> ○ System Overview ○ System Availability ○ Support Request Log with response and resolution times ○ Security Health Check ○ Licenses Usage ○ Sandboxes Usage ○ Storage Consumption (PROD, Non-PROD) and Forecast (PROD) ○ Other metrics as appropriate

Bidder must describe how they will meet the requirements set forth above.
Response:

25. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

SCHEDULE A – TABLE 1 - Business Specification Worksheet

The requirements of this Contract in **SCHEDULE A – TABLE 1 - Business Specification Worksheet** describe the scope of this engagement, but may not all be achieved at the end of Sprint 40.

Business Specification Number	Business Specification
REQUIRED	
1.0	Vendor will collaborate with ESRI and DNR (via DNRs existing contractual arrangements with ESRI) to leverage ESRI expertise at various points in the project.
2.0	Migrate MiFI application code to REST API (ESRI Standard). Currently the MiFI app is using SOAP of which is not fully supported and will be discontinued by ESRI in the coming years.
3.0	Migrate MiFi managed application data to MDNR Portal environment, and add the following ESRI database functionalities to the data: Sync, Editor Tracking, and Branch Versioning.
4.0	The new MiFI application should have equivalent performance of the current production application, measured as time-neutrality for standard editing tasks.
5.0	MiFI's map tools should be widgetized, replacing their custom code with native ESRI tools and widgets for functions including 'Print' (GeoPDF), Add Data, Select, and Filter.
6.0	Enhance the current functionality of the MiFI application with the ability to 'Add data' to map. This would include various datatypes and Portal web services (Hosted and Referenced Portal feature services).
7.0	Overhaul the map document that is integrated into MiFI (.MXD file) and related workflows to utilize ArcGIS Pro rather than ArcMap 10.x.
8.0	Streamline the MiFI Treatment and Treatment History workflow, bringing efficiencies to Next Step treatment data management and enhancement of analysis capabilities.
9.0	Expand the functionality that allows attachment of documents to Stands to include the Treatments/History and Compartments feature classes in MiFI.
10.0	Create a data loading tool that supports a workflow for importing data into MiFI managed feature classes.
11.0	Maintain compatibility with MiFI Mobile application (SOM maintained mobile application; see integration section).

12.0	Display data in the MiFI User Interface from data tables in the Timber Cruise data tables (already found in Portal). This would include timber sales data, as well as stands cruised for inventory purposes.
13.0	Facilitate the display of site classification and productivity data for MiFI Stands. These data include Site Index, Habitat Type, Natural Community/Rarity Ranking.
14.0	Explore the elimination of the STICS feature class as a managed data set.
15.0	Configurable Geography specific hyperlinks in the top toolbar that link a zoom location to other applications and use the X/Y location and zoom scale.

SCHEDULE B – PRICING

MiFI Rewrite / Implementation:

To allow the greatest flexibility, due to some technical uncertainty in this project, the State has decided to engage the Contractor (KL&A) in a capacity-based approach (Agile/ Sprints). The State and KL&A will begin mapping out the initial rewrite during Sprint 0 and adjusting through each new Sprint. After every 4 Sprints (Sprint 4, 8, 12, etc.) a formal project status review meeting will be conducted to allow both KL&A and the State to reassess the progress being made and determine if the original timeline, scope, or resources need to be adjusted to complete the proposed activities. The State may add additionally Sprints as needed at a cost of \$48,000 with the current mix of resources detailed in **Table 2 - MiFI Rewrite Resource Mix** or at an adjusted rate according to **Table 3 - Rate Card Professional Services – New Enhancements** if the resource mix changes.

Table 1 - MiFI Rewrite Sprint Pricing

Sprint #	Per Sprint Price	Running Total
Sprint 0	\$48,000.00	\$48,000.00
Sprint 1	\$48,000.00	\$96,000.00
Sprint 2	\$48,000.00	\$144,000.00
Sprint 3	\$48,000.00	\$192,000.00
Sprint 4	\$48,000.00	\$240,000.00
Sprint 5	\$48,000.00	\$288,000.00
Sprint 6	\$48,000.00	\$336,000.00
Sprint 7	\$48,000.00	\$384,000.00
Sprint 8	\$48,000.00	\$432,000.00
Sprint 9	\$48,000.00	\$480,000.00
Sprint 10	\$48,000.00	\$528,000.00
Sprint 11	\$48,000.00	\$576,000.00
Sprint 12	\$48,000.00	\$624,000.00
Sprint 13	\$48,000.00	\$672,000.00
Sprint 14	\$48,000.00	\$720,000.00
Sprint 15	\$48,000.00	\$768,000.00
Sprint 16	\$48,000.00	\$816,000.00

Sprint 17	\$48,000.00	\$864,000.00
Sprint 18	\$48,000.00	\$912,000.00
Sprint 19	\$48,000.00	\$960,000.00
Sprint 20	\$48,000.00	\$1,008,000.00
Sprint 21	\$48,000.00	\$1,056,000.00
Sprint 22	\$48,000.00	\$1,104,000.00
Sprint 23	\$48,000.00	\$1,152,000.00
Sprint 24	\$48,000.00	\$1,200,000.00
Sprint 25	\$48,000.00	\$1,248,000.00
Sprint 26	\$48,000.00	\$1,296,000.00
Sprint 27	\$48,000.00	\$1,344,000.00
Sprint 28	\$48,000.00	\$1,392,000.00
Sprint 29	\$48,000.00	\$1,440,000.00
Sprint 30	\$48,000.00	\$1,488,000.00
Sprint 31	\$48,000.00	\$1,536,000.00
Sprint 32	\$48,000.00	\$1,584,000.00
Sprint 33	\$48,000.00	\$1,632,000.00
Sprint 34	\$48,000.00	\$1,680,000.00
Sprint 35	\$48,000.00	\$1,728,000.00
Sprint 36	\$48,000.00	\$1,776,000.00
Sprint 37	\$48,000.00	\$1,824,000.00
Sprint 38	\$48,000.00	\$1,872,000.00
Sprint 39	\$48,000.00	\$1,920,000.00
Sprint 40	\$48,000.00	\$1,968,000.00

Table 2 - MiFI Rewrite Resource Mix

#	Resource	% time	Hours in a 2 week sprint	Hourly Rate	Total per sprint
1	Project Manager/ Lead BA	100	80	\$ 175.00	\$ 14,000.00
1	Technical Lead	100	80	\$ 150.00	\$ 12,000.00

1	Developer/Programmer	100	80	\$ 130.00	\$ 10,400.00
1	Flex: Dev/BA/QA	100	80	\$ 130.00	\$ 10,400.00
1	GIS specialist	10	8	\$ 150.00	\$ 1,200.00
				Total	\$ 48,000.00

Notes:

1. Each Sprint will be 10 business days and exclude State holidays.
2. KL&A will conclude a kickoff meeting in September of 2021 with Sprint 0 starting in October of 2021.
3. Every 4 Sprints, the State and KL&A can mutually adjust the staffing model as needed. Pricing would be adjusted according to the rate sheet in **Table 3 - Rate Card Professional Services – New Enhancements**. This would require a Change Notice to the Contract.
4. The State at its sole discretion can end at any number of Sprints (there is no guarantee the State will use all 40 Sprints). This is due to the unknown nature of the project. However, the State will give KL&A no less than 30-days (or 2 Sprints) notice before any cancellation.
5. Postproduction Warranty. The Contractor must provide a 1-year postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract, including all Support Services identified in Schedule D.
6. Pricing includes all costs for the licensing, support/ operations, implementation, and training for the Solution.

MiFI & VMS Maintenance and Operations:

After the MiFI Rewrite / Implementation has been completed, the State and KL&A will reengage to review the necessary capacity needed to conduct Maintenance and Operations for both MiFI & VMS*. This is due to the following reasons:

- 1) The final product of the MiFI system is unknown;
- 2) VMS is still being built at the time of this Contract's execution;
- 3) The projected VMS Maintenance and Operations may be reduced towards the close of the 1-year Warranty Period; and
- 4) Efficiencies may be realized by combining both MiFI and VMS Maintenance and Operations.

* Please note the following:

- 1) Project Closeout for VMS will occur between 12/28/2021 – 1/27/2022 with a 1-year Warranty Period following (1/27/2022 - 1/27/2023). Maintenance and Operations for VMS will start after the Warranty Period (1/28/2023). Based on 40 Sprints, the MiFI rewrite will be concluded before the VMS Warranty expires.
 - a. KL&A's initial estimate for VMS Maintenance and Operations is \$338,000 per year (1.25 FTE)
 - i. This pricing includes Minor Data Fix which are defined as something that can be fixed in less than 5 minutes. (A good measuring stick is if the person triaging the request is able to make the fix quicker than opening a new ticket for someone else to fix. This typically would be a single update SQL statement. Example of this is: "Receipt number _____ was migrated from T-Sale and is associated with the wrong customer ID. It should be assigned to Customer ID _____".)
 - ii. This pricing does not include Major Data Fixe. These are defined as something for a more complex nature that requires a DBA/Developer. This would be multiple update statements or complex selection/update criteria. (Example of this would be "Something is wrong with receipt number _____ and I get an error when trying to reallocate it from Down Payment to Payment Unit 2")

- 2) While Maintenance and Operations will be determined for both MiFi and VMS after the MiFi Rewrite / Implementation, the State will only be charged for Maintenance and Operations after the 1-year Warranty Period for each system, starting with VMS and later for MiFi.

Table 3 - Rate Card Professional Services – New Enhancements:

Staffing Category	Hourly Rate (\$)
Project Manager	\$175.00
Service Manager	\$150.00
Technical Lead/Solution Architect	\$150.00
Business Analyst Lead	\$150.00
Business Analyst	\$130.00
Training Lead	\$150.00
Trainer	\$130.00
Scrum Master	\$150.00
QA Test Lead	\$150.00
Data Architect	\$150.00
Lead Developer	\$150.00
Developer/Programmer	\$130.00
Security Officer	\$150.00
Network Engineer	\$150.00
Technical Writer	\$120.00
Contract Administrator	\$150.00

Consultant	\$200.00
Database Administrator/Developer	\$130.00
GIS Specialist	\$150.00
Sr. Consultant	\$250.00

Additional Pricing Terms

Contractor will submit properly itemized invoices to:

DTMB-Accounts-Payable@michigan.gov

Invoices must provide the following:

- Contract number;
- Purchase Order number;
- Contractor name, address, phone number, and Federal Tax Identification Number;
- List each fee item separately;
- Include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements
- All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

Payment will be made on a Monthly basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by DTMB within forty-five (45) days after receipt of properly completed invoices.

If Contractor reduces its prices, or offers a lower price to any other entity, private or public, 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 Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel and Expenses

The State does not pay for overtime or travel expenses.

SCHEDULE C - INSURANCE SCHEDULE

Required Coverage.

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

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<p>Minimum Limits:</p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Personal & Advertising Injury</p> <p>\$2,000,000 Products/Completed Operations</p> <p>\$2,000,000 General Aggregate</p>	<p>Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.</p>
<p>If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.</p>	
Workers' Compensation Insurance	
<p>Minimum Limits:</p> <p>Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Employers Liability Insurance	
<p>Minimum Limits:</p> <p>\$500,000 Each Accident</p> <p>\$500,000 Each Employee by Disease</p> <p>\$500,000 Aggregate Disease</p>	
Privacy and Security Liability (Cyber Liability) Insurance	
<p>Minimum Limits:</p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Annual Aggregate</p>	<p>Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>

1.2 If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

1.4 This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

SCHEDULE D - SERVICE LEVEL AGREEMENT

The parties agree as follows:

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract Terms and Conditions.

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in the attached **Schedule D – Attachment 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

“Critical Service Error” has the meaning set forth in the Service Level Table.

“Error” means, generally, any failure or error referred to in the Service Level Table.

“First Line Support” means the identification, diagnosis and correction of Errors by the State.

“High Service Error” has the meaning set forth in the Service Level Table.

“Low Service Error” has the meaning set forth in the Service Level Table.

“Medium Service Error” has the meaning set forth in the Service Level Table.

“Resolve” and the correlative terms, **“Resolved”**, **“Resolving”** and **“Resolution”** each have the meaning set forth in **Section Error! Reference source not found.**

“Service Credit” has the meaning set forth in **Section Error! Reference source not found.**

“Second Line Support” means the identification, diagnosis and correction of Errors by the provision of (a) telephone and email assistance by a qualified individual on the Contact List and remote application support, or (b) on-site technical support at the State's premises by a qualified individual on the Contact List.

“Service Levels” means the defined Error and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

“Service Level Table” means the table set out in **Section Error! Reference source not found.**

“State Cause” means any of the following causes of an Error: (a) a State server hardware problem; (b) a desktop/laptop hardware problem; or (c) a State network communication problem.

“State Systems” means the State's information technology infrastructure, including the State's computers, software, databases, electronic systems (including database management systems) and networks.

“Support Hours” means 8 a.m. to 5 p.m. Eastern, Monday - Friday

“Support Period” means the period of time beginning 90 days after the date the Software has entered full production mode and ending on the date the Contract expires or is terminated.

“**Support Request**” has the meaning set forth in **Section Error! Reference source not found.**

2. Support Services. The State will provide First Line Support prior to making a Service Request for Second Line Support. Contractor shall perform all Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section Error! Reference source not found.**

2.1 Support Service Responsibilities. Contractor shall:

- (a) provide unlimited telephone support during all Support Hours;
- (b) respond to and Resolve all Support Requests in accordance with the Service Levels;
- (c) provide unlimited remote Second Line Support to the State during all Support Hours;
- (d) provide on-premise Second Line Support to the State if remote Second Line Support will not Resolve the Error; and
- (e) provide to the State all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

2.2 Support Requests. Once the State has determined that an Error is not the result of a **State Cause**, the State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the support request classification and definitions of the Service Level Table set forth in **Section Error! Reference source not found.** (each a "**Support Request**"). The State shall notify Contractor of each Support Request by e-mail or telephone. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

2.3 State Obligations. The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Error and to respond to and Resolve the relevant Support Request:

- (i) if not prohibited by the State's security policies, remote access to the State Systems, and if prohibited, direct access at the State's premises;
- (ii) output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and
- (iii) such other reasonable cooperation and assistance as Contractor may request.

2.4 Service Level Table. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	<p>(a) Issue affecting entire Software system or single critical production function;</p> <p>(b) Software down or operating in materially degraded state;</p> <p>(c) Data integrity at risk;</p> <p>(d) Material financial impact;</p> <p>(e) Widespread access interruptions: or</p> <p>(f) Classified by the state as a Critical Service Error</p>	Contractor shall acknowledge receipt of a Support Request within 1 hour.	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than twenty-four (24) hours after Contractor's receipt of the Support Request.</p> <p>If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be reduced to a High Service Error.</p>

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
High Service Error	<p>(a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or</p> <p>(b) Primary component failure that materially impairs Software's performance;</p> <p>(c) Data entry or access is materially impaired on a limited basis; or</p> <p>(d) performance issues of severe nature impacting critical processes</p>	Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within twenty-four (24) hours.	Contractor shall Resolve the Support Request as soon as practicable and no later than five (5) Business Days after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around.
Medium Service Error	<p>An isolated or minor Error in the Software that meets any of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions; or</p> <p>(c) does not materially affect the State's use of the Software</p>	Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.	Contractor shall Resolve the Support Request as soon as practicable and no later than ten (10) Business Days after Contractor's receipt of the Support Request.
Low Service Error	Request for assistance, information, or services	Contractor shall acknowledge receipt of the Support Request	N/A

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
	that are routine in nature.	within five (5) Business Days.	

2.5 Escalation. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the Contractor Project Manager and State Program Managers, or their designees, and then to the parties' respective Contract Administrators.

2.6 Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.7 Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:

- (a) the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution;
- (b) its Service Level performance, including Service Level response and Resolution times; and
- (c) the Service Credits to which the State has become entitled.

3. Service Credits.

3.1 Service Credit Amounts. If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the State will be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a State Cause.

Support Request Classification	Service Level Credits	
	(For Failure to Respond to any Support Request Within the Corresponding Response Time)	(For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's response exceeds the required Response time.	An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
High Service Error	An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's	An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business

Support Request Classification	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
	response exceeds the required Response time.	Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
Medium Service Error	No Service Credits are Available for Medium Service Error response time Service Level Failures.	An amount equal to 2% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.

3.2 Compensatory Purpose. The parties intend that the Service Credits constitute compensation to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations.

3.3 Issuance of Service Credits. Contractor shall, for each monthly invoice period, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Credit from the amount payable by the State to Contractor pursuant to such invoice.

3.4 Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels for Resolution of any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section Error! Reference source not found.**, the State may terminate this Schedule for cause in accordance with terms of the Contract.

4. Communications. In addition to the mechanisms for giving notice specified in the Contract, unless expressly specified otherwise in this Schedule or the Contract, the parties may use e-mail for communications on any matter referred to herein.

SCHEDULE D - Attachment 1 – Contact List

Role	Designee
KL&A Contract Administrator	Justin Shaulis j.shaulis@kunzleigh.com 517-803-3217
KL&A Project Manager	Jeremy Harder j.harder@kunzleigh.com 248-559-7910

SCHEDULE E – DATA SECURITY REQUIREMENTS

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“**Hosting Provider**” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor’s or its subcontractor’s possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor’s data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458_958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.3 ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) State Data from being commingled with or

contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize

disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's or Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and

open source software, and for all third party and open source software in each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE F – Transition In and Out

Transition-In-Out Plan Overview

This preliminary Transition-In-Out Plan explains how KL&A will, at the end of the contract, or in the event the contract is terminated early, transition in the State or its designees, and how we will ultimately transition out. Our preliminary Transition-In-Out Plan:

- Describes the recommended transition team organization;
- Defines the roles and responsibilities of KL&A, the State, and the new party; and
- Adequately demonstrates the required steps to migrate from KL&A to the State or its designees.

KL&A will work with the State or its designees to finalize the Transition-In-Out Plan to ensure it is acceptable, approved, and follows State defined processes.

Transition Recommendation

A successful project transition from one vendor to a new party should be planned to transpire over a minimum of three months. A longer period is generally required for major outsourced services that provide mission-critical business processes. The more complex the project, the longer the project transition will take. The current stage-gate of the project also has a significant impact on the duration of the project's transition timeline.

Given the multitude of factors involved and the inherent dynamics of transition activities from an incumbent vendor to a new party, KL&A recommends that we work with the State to develop a detailed Project Transition Management Plan, a Knowledge Transition Plan, and a transition schedule, and that the State take responsibility for managing the overall project transition to ensure a successful transition. KL&A encourages the State to plan on a period of time (transition period/parallel operation period) when KL&A and the new party will both be performing functions, but not the same functions, and to transition one function at a time from KL&A to the new party.

Transition Approach

KL&A understands the importance of having a solid Project Transition Management Plan in place to ensure a successful transition from KL&A to the State. We recognize provisions must be in place for a smooth transfer of services should the State choose to terminate the contract early. We also realize transferring knowledge to our clients' users and maintenance staff, or their designees, at the end of the contract is equally important to ongoing success.

For transition-in-out services, KL&A will provide reasonable and professional assistance to allow for the expired or terminated portion of the contract to continue without interruption or adverse effect and will help to facilitate the orderly transfer of services to the State or its designees. Whether the contract is terminated early or expires naturally, KL&A will ensure that the parties taking ownership of the solution are properly trained and have the necessary documentation and key information required to take over the development or maintenance of the solution. Transition-in-out services provided by KL&A will not exceed 90 calendar days and will be billed at established contract rates.

Transition-in and transition-out activities are different for early contract termination versus contract expiration. Early contract termination may require transferring development activities and defined contract deliverables to a new party, while transition at contract expiration typically requires transferring only maintenance and support activities. Transition-in and transition-out activities are also different if the solution is hosted by the State versus by KL&A. In our preliminary Transition-In-Out Plan, we have taken into consideration both early contract termination and contract expiration, as well as on-premise hosting versus external hosting.

Our preliminary Transition-In-Out Plan assumes the required staff of the State and any new party will be readily available to manage and participate in the transition and to receive required knowledge transfer and training.

Transition-In Plan

The purpose of the *Transition-In Plan* is to explain how KL&A will, at the end of the contract, or in the event the contract is terminated early, transition-in the State and any new party to take over development or maintenance of the solution.

This section discusses the following eight (8) primary transition-in areas:

1. Transition kickoff meeting
2. Transition discovery sessions
3. Transition governance
4. Transition team organization and roles
5. Transition team responsibilities
6. Transition planning
7. Knowledge transition planning
8. Transition schedule

Transition Kickoff Meeting

As early as possible, KL&A will conduct a transition kickoff meeting with the State and any new party in which identified stakeholders will receive key information about the transition. Transition timelines are generally still tentative at the kickoff meeting and will be solidified throughout the transition period.

Transition Discovery Sessions

During the transition-in period, KL&A will conduct discovery sessions with the State and any new party identified stakeholders to:

- Identify critical knowledge transfer requirements and key transition personnel, solidifying who will be involved in the transition, and what their respective roles and responsibilities will be;
- Clarify the reporting structure and escalation protocols;
- Discuss any known issues, risks, and mitigation strategies and gain agreement on the format of risk and issue logs;
- Clarify the parameters of status reporting, including the report format, meeting frequency and location, scheduling requirements, and invitees;
- Gain agreement on transition document deliverable review procedures and define approvers;
- Gain understanding of the scope of outstanding work and defects in the current backlog;
- Discuss and plan transition of help desk services and customer service representative scripts;

- Clarify the current status of the System Security Plan and risk assessment documents;
- Gain an understanding of the results of application scans and infrastructure scans;
- Discuss organizational change management requirements and concerns; and
- Solidify change control procedures.

Transition Governance

KL&A will work with the State and any new party and assist in the development of the project transition governance. To ensure a successful transition, while also maintaining continuity and quality of service, a well-defined transition governance model should be in place. The transition governance model provides clear guidance for the performance of work and control of critical project transition activities. The transition governance model should be comprised of a transition steering team, a transition management team, and transition project teams.

Transition Steering Team

The role of the transition steering team is to be the overarching body of authority overseeing the transition activities. The transition steering team should be comprised of a transition business sponsor, a transition technical sponsor, and a contract administrator from the State, as well as the State transition team lead.

The transition steering team has the following responsibilities:

- Monitor and keep track of the progress of the transition;
- Address any escalated transition risks and issues;
- Approve any deviations in the transition schedule once it is baselined;
- Oversee contract actions and deliverables, as well as contract accountability;
- Approve any change requests or contract change notices raised during the transition; and
- Inform key business and technical stakeholders about the transition status.

Transition Management Team

The role of the transition management team is to focus on managing and completing all transition activities on schedule to ensure a smooth and successful transition that minimizes customer impact. The transition management team should be comprised of representatives from the State, KL&A, and any new party.

The transition management team has the following responsibilities:

- Transition contract administration;
- Transition planning;
- Knowledge transition planning;
- Transition scheduling;
- Transition resources;
- Transition communications;
- Transition change control;
- Transition risk and issue resolution and escalation if necessary;
- Transition status reporting; and
- Transition quality assurance.

Transition Project Teams

The role of the transition project teams is to perform the day-to-day transition activities. The transition project teams will be comprised of key transition subject matter experts from KL&A and any new party. Transition subject matter experts typically include business/quality analysts, lead developers, system architects and integrators, database administrators, data migration and security specialists, trainers, and technical writers.

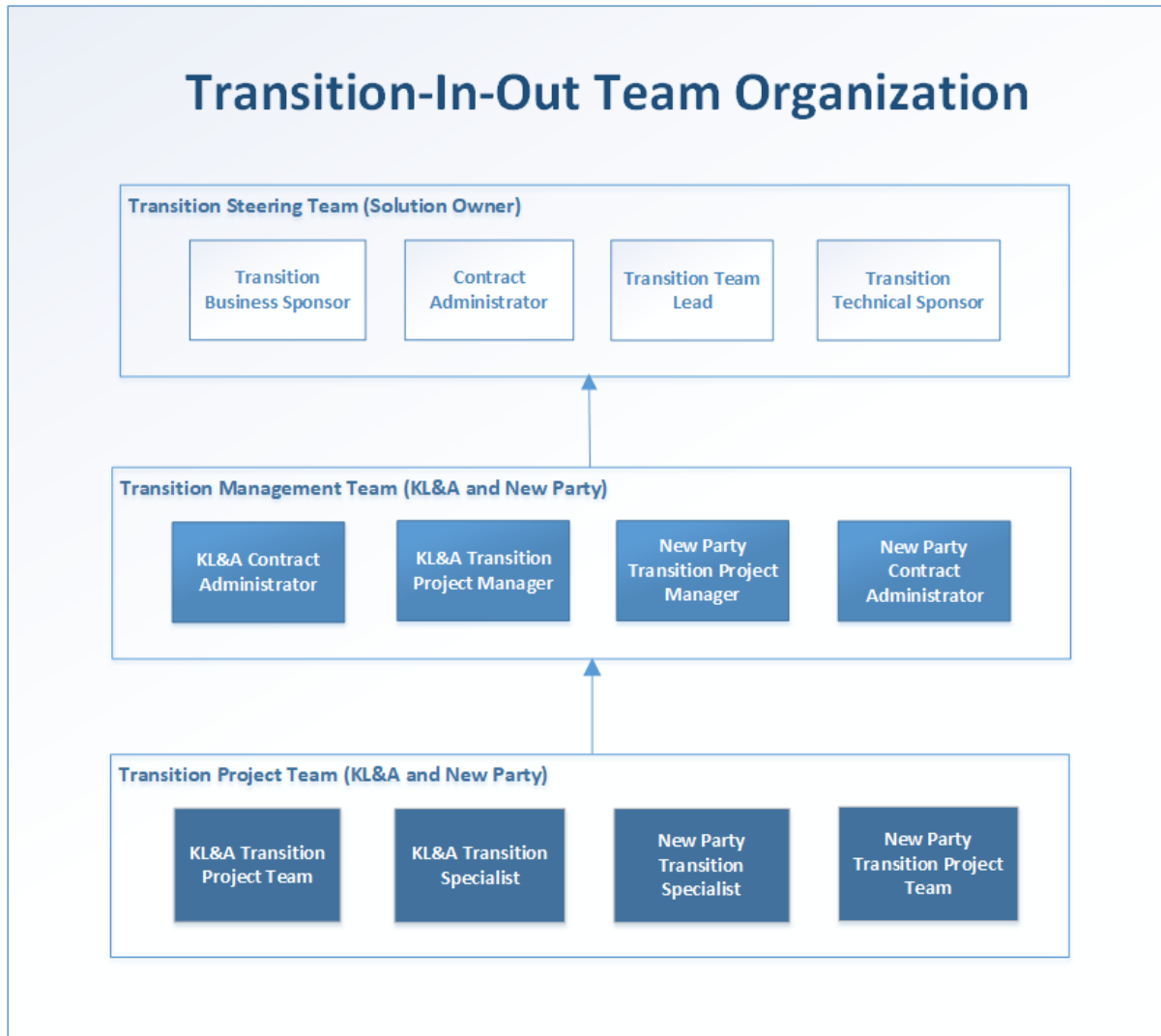
The transition project teams have the following responsibilities:

- Participate in cross-party meetings and events;
- Identification of critical knowledge transfer items;
- Conduct and receive training and necessary knowledge transfer;
- Collaborate on system support tasks and resolving issues reported;
- Identify and understand known system issues and bugs;
- Collaborate in system bug fixes and enhancement development;
- Partner and participate in database activities including backup, tuning, and log review;
- Participate in help desk activities and assist with the transition of help desk services;
- Document best practices and learning outcomes; and
- Share and gain business and technical knowledge of the system-related functions that are vital to the success of the State.

Transition Team Organization

The following figure provides the recommended transition team organization and includes the transition steering team, the transition management team, and the transition project teams.

Figure 3. Transition Team Organizational Chart



Transition Team Roles and Responsibilities

The following table lists the recommended transition team members and includes the transition steering team, the transition management team, and the transition project teams. Transition team members, who should be from the State, KL&A, and any new party, are identified by their organization/title, role, responsibilities, and participation commitment in the transition.

Table 2. Transition Team Roles and Responsibilities

Org/Title	Role	Responsibilities	Participation Commitment
State transition business sponsor	<ul style="list-style-type: none"> Along with transition technical sponsor, provide executive leadership overseeing the transition from a business perspective 	<p>The State transition business sponsor represents the business executive leadership for the transition. The State transition business sponsor will coordinate with the State transition technical sponsor and the State transition team lead to:</p> <ul style="list-style-type: none"> Monitor the progress of the transition Resolve escalated transition risks and issues in a timely manner Approve any deviations in the transition schedule once it is baselined Provide change control review and approval of any transition change requests raised Ensure timely availability of escalated State business resource issues Keep other key business stakeholders informed about the transition status 	<ul style="list-style-type: none"> Must attend transition steering team meetings Attend transition management team meetings as needed Must be available in a timely manner to answer questions and make decisions

Org/Title	Role	Responsibilities	Participation Commitment
State transition technical sponsor	<ul style="list-style-type: none"> Along with transition business sponsor, provide executive leadership overseeing the transition from a technical perspective 	<p>The State transition technical sponsor represents the technical executive leadership for the transition. The State transition technical sponsor will coordinate with the State transition business sponsor and the State transition team lead to:</p> <ul style="list-style-type: none"> Monitor the progress of the transition Resolve escalated transition risks and issues in a timely manner Approve any deviations in the transition schedule once it is baselined Provide change control review and approval of any transition change requests raised Ensure timely availability of escalated State technical resource issues Keep other key technical stakeholders informed about the transition status 	<ul style="list-style-type: none"> Must attend transition steering team meetings Attend transition management team meetings as needed Must be available in a timely manner to answer questions and make decisions
State contract administrator	<ul style="list-style-type: none"> Oversee all contract actions and deliverables 	<p>The State contract administrator will be the primary point of contact for contract-related communications. The State contract administrator will work with the KL&A contract administrator and new party contract administrator to:</p> <ul style="list-style-type: none"> Ensure accountability on all funding and budget items pertaining to the contract(s) Administer the terms of the contract(s) Approve and execute any change notices required under the contract(s) 	<ul style="list-style-type: none"> Must attend, facilitate, and record minutes of meetings related to contract expiration, termination or transfer Attend transition steering team and transition management team meetings as needed

Org/Title	Role	Responsibilities	Participation Commitment
State transition team lead	<ul style="list-style-type: none"> • Manage all activities between KL&A and the new party throughout transition • Provide workspace for all transition staff • Facilitate the transition 	<p>The State transition team lead will be the primary point of contact for all transition activities. The State transition team lead will work with the State contract administrator, the transition steering team, the KL&A transition project manager, and the new party transition project manager to:</p> <ul style="list-style-type: none"> • Develop the Project Transition Management Plan and update as needed • Develop the Knowledge Transition Plan and update it as needed • Construct, baseline, maintain and status update the transition schedule • Conduct regular and ongoing review of the transition to confirm that it meets original objectives and requirements • Monitor timelines and scope for early containment of extensions and expansion • Perform duties as necessary for the transition steering team • Document and archive all important project and transition decisions • Facilitate coordination and communication between KL&A and the new party • Resolve transition risks, transition issues, and other concerns and escalate if needed • Review and approve transition documentation and deliverables • Assist transition activities with guidance and expertise as needed 	<ul style="list-style-type: none"> • Must attend, facilitate, and record minutes of transition steering team meetings • Must attend, facilitate and record minutes of transition management team meetings • Must be available in a timely manner to answer questions and make decisions
KL&A contract administrator	<ul style="list-style-type: none"> • Work with State and new party contract administrator (if needed) 	<p>The KL&A contract administrator will be the KL&A primary point of contact for contract-related communications. The KL&A contract administrator will work with the State contract administrator to:</p> <ul style="list-style-type: none"> • Oversee KL&A contract actions and deliverables • Ensure accountability on all funding and budget items pertaining to the KL&A contract • Facilitate, document, and monitor contract responsibilities and activities in the fulfillment of KL&A contract requirements • Review and approve contract change notices • Provide executive oversight and transition status updates to the KL&A leadership team 	<ul style="list-style-type: none"> • Must attend meetings related to contract expiration, termination or transfer • Attend transition steering team and transition management team meetings as needed

Org/Title	Role	Responsibilities	Participation Commitment
KL&A transition project manager	<ul style="list-style-type: none"> • Work with State transition team lead and new party project manager to plan, coordinate, schedule and manage all KL&A transition activities • Provide weekly reporting on transition progress • Ensure all applicable deliverables are included in the transition 	<p>The KL&A transition project manager will be the KL&A primary point of contact for all transition activities. The KL&A transition project manager will work with the State transition team lead and new party transition project manager to:</p> <ul style="list-style-type: none"> • Assist with development and maintenance of the Project Transition Management Plan • Assist with development and maintenance of the Knowledge Transition Plan • Assist with construction, maintenance, and status update of the transition schedule • Prepare all KL&A transition status reports required by the State • Manage all KL&A responsibilities in the scope of transition activities • Manage all activities of the KL&A personnel assigned to the transition • Facilitate communication between KL&A roles for every aspect of the transition • Collaborate with the new party transition project manager on all transition activities • Resolve transition risks, transition issues, and other concerns and escalate if needed • Review all KL&A transition deliverables and provide feedback prior to submission • Use change control procedures • Own and assign action items • Find and remove roadblocks • Keep transition project information consolidated, organized, and up-to-date • Proactively propose options and alternatives for consideration • Assist transition activities with guidance and expertise as needed 	<ul style="list-style-type: none"> • Must attend transition management team meetings • Attend transition steering team meetings as needed • Attend KL&A transition project team meetings as needed • Attend cross-party transition project team meetings as needed • Must be available in a timely manner to answer questions and make decisions

Org/Title	Role	Responsibilities	Participation Commitment
KL&A transition specialist	<ul style="list-style-type: none"> • Ensure all required activities are completed during the transition • Document all processes, tasks, and activities for the transition to the new party • Ensure all documentation and deliverables meet the new party's standards • Ensure proprietary materials are not part of the transition 	<p>The KL&A transition specialist will work with the KL&A transition project manager and the KL&A transition project team. The KL&A transition specialist will provide business and technical oversight and direction for all aspects of the transition, and will:</p> <ul style="list-style-type: none"> • Coordinate the KL&A resources necessary for the transition • Direct all activities of the KL&A personnel assigned to the transition • Assist the KL&A transition project manager in preparing the transition schedule • Assist the KL&A transition project manager in preparing KL&A transition status reports required by the State • Review all KL&A transition deliverables and provide feedback prior to submission • Identify and raise transition risks, transition issues, and other concerns • Own and assign action items • Plan data migration if needed • Document all processes, tasks, and activities for the transition to the new party • Ensure all documentation and deliverables are up-to-date and meet new party standards • Ensure all required activities are completed during the transition • Ensure continuity of all activities throughout the transition • Ensure KL&A proprietary materials are not part of the transition • Collaborate with the new party transition specialist on all transition activities • Remove and destroy data, source code if contractually required, etc., from KL&A computers and servers after the transition is complete 	<ul style="list-style-type: none"> • Must attend, facilitate and record minutes of KL&A transition project team meetings • Attend, facilitate and record minutes of cross-party transition project team meetings as needed • Attend knowledge transfer and training sessions as needed • Attend transition management team meetings as needed • Must be available in a timely manner to answer questions and make decisions

Org/Title	Role	Responsibilities	Participation Commitment
KL&A transition project team	<ul style="list-style-type: none"> Perform day-to-day transition activities Conduct training and necessary knowledge transfer Participate in cross-party events 	<p>The KL&A transition project team will work with and take direction from the KL&A transition project manager and KL&A transition specialist. The KL&A transition project team will:</p> <ul style="list-style-type: none"> Perform day-to-day transition activities based on their transition area of expertise Answer questions brought forward related to their business or technical transition subject or transition requirements Assist with documentation development, updates, and transfer Develop knowledge transfer and training materials as needed Provide business or technical transition knowledge transfer and training Migrate data as needed Identify and raise transition risks, transition issues, and other concerns Work with their cross-party team members based on their transition area of expertise 	<ul style="list-style-type: none"> Must attend KL&A transition project team meetings Must conduct knowledge transfer and training sessions Attend cross-party transition project team meetings as needed
New party contract administrator	<ul style="list-style-type: none"> Work with State and KL&A contract administrator (if needed) 	<p>The new party contract administrator will be the new party's primary point of contact for contract-related communications. The new party contract administrator will work with the State contract administrator to:</p> <ul style="list-style-type: none"> Oversee the new party's contract actions and deliverables Ensure accountability on all funding and budget items pertaining to the new party's contract <ul style="list-style-type: none"> Facilitate, document and monitor contract responsibilities and activities in the fulfillment of the new party contract requirements Review and approve contract change notices Provide transition status updates to the new party leadership team 	<ul style="list-style-type: none"> Must attend meetings related to contract expiration, termination or transfer Attend transition steering team and transition management team meetings as needed

Org/Title	Role	Responsibilities	Participation Commitment
<p>New party transition project manager</p>	<ul style="list-style-type: none"> • Work with State transition team lead and KL&A project manager • Ensure all transition deliverables are received and understood • Identify any gaps in transition activities, processes, deliverables, training, and knowledge transfer 	<p>The new party transition project manager will be the new party's primary point of contact for all transition activities. The new party transition project manager will work with the State transition team lead and KL&A transition project manager to:</p> <ul style="list-style-type: none"> • Assist with development and maintenance of the Project Transition Management Plan • Assist with development and maintenance of the Knowledge Transition Plan • Assist with constructing, maintaining and status updating the transition schedule • Prepare all new party transition status reports required by the State • Manage all new party responsibilities in the scope of transition activities • Manage all activities of the new party personnel assigned to the transition • Facilitate communication between new party roles for every aspect of the transition • Collaborate with the KL&A transition project manager on all transition activities • Resolve transition risks, transition issues, and other concerns and escalate if needed • Review, provide feedback, and approve all KL&A transition deliverables • Use change control procedures • Own and assign action items • Find and remove roadblocks • Keep transition project information consolidated, organized, and up-to-date • Proactively propose options and alternatives for consideration • Assist transition activities with guidance and expertise as needed 	<ul style="list-style-type: none"> • Must attend transition management team meetings • Attend transition steering team meetings as needed • Attend new party transition project team meetings as needed • Attend cross-party transition project team meetings as needed • Must be available in a timely manner to answer questions and make decisions

Org/Title	Role	Responsibilities	Participation Commitment
New party transition specialist	<ul style="list-style-type: none"> • Ensure all required activities are completed during the transition • Ensure continuity of all activities throughout transition • Ensure receipt of documentation of processes, tasks, activities for transition • Ensure all documentation and deliverables meet new party standards 	<p>The new party transition specialist will work with the new party transition project manager and the new party transition project team and will:</p> <ul style="list-style-type: none"> • Coordinate the new party's resources necessary for the transition • Direct all activities of the new party personnel assigned to the transition • Assist the new party transition project manager in preparing the transition schedule • Assist the new party transition project manager in preparing new party transition status reports required by the State • Ensure all required activities are completed during the transition • Ensure continuity of all activities throughout the transition • Ensure receipt of documentation of processes, tasks, and activities for transition • Ensure all documentation and deliverables are up-to-date and meet new party standards • Review, provide feedback, and approve all KL&A transition deliverables • Identify and raise transition risks, transition issues, and other concerns • Own and assign action items • Validate data migration if needed • Collaborate with the KL&A transition specialist on all transition activities • Perform data security risk assessments and develop mitigation strategies after the transition is complete • Perform application scans, infrastructure scans, and penetration testing to ensure data security after the transition is complete 	<ul style="list-style-type: none"> • Must attend, facilitate, and record minutes of new party transition project team meetings • Attend cross-party transition project team meetings as needed • Attend knowledge transfer and training sessions as needed • Attend transition management team meetings as needed • Must be available in a timely manner to answer questions and make decisions

Org/Title	Role	Responsibilities	Participation Commitment
New party transition project team	<ul style="list-style-type: none"> • Perform day-to-day transition activities • Receive training and knowledge transfer from KL&A • Participate in cross-party events 	<p>The new party transition project team will work with and take direction from the new party transition project manager and new party transition specialist. The new party transition project team will:</p> <ul style="list-style-type: none"> • Perform day-to-day transition activities based on their transition area of expertise • Answer questions brought forward related to their business or technical transition subject or transition requirements • Attend and actively participate in knowledge transfer and training sessions • Identify and raise transition risks, transition issues, and other concerns • Work with their cross-party team members based on their transition area of expertise 	<ul style="list-style-type: none"> • Must attend new party transition project team meetings • Must attend knowledge transfer and training sessions • Attend cross-party transition project team meetings as needed

Transition Planning

KL&A will work with the State transition team lead and new party transition project manager to help define what will be accomplished during the transition period and assist in the development of the Project Transition Management Plan. When the Project Transition Management Plan is being developed, early contract termination versus contract expiration, as well as on-premise hosting versus external hosting of the solution, should be taken into consideration.

Several factors need to be considered when developing a Project Transition Management Plan that effectively manages the transition and minimizes customer impact, including, but not limited to:

- Identification of key transition team members;
- Business objectives of the solution;
- Current stage-gate of the project;
- Product or ticket backlog;
- Communication requirements;
- Risk identification and mitigation strategies;
- Outstanding issues documentation;
- Transition schedule;
- Transition of resources;
- Work execution during the transition;
- Hardware;
- Software;
- Environment types;
- Staffing and training needs;
- Knowledge transfer;
- Data migration requirements;
- Help desk services;
- Project documentation;
- System documentation;
- User accounts/passwords;
- Security arrangements; and
- Intellectual property rights.



Knowledge Transition Planning

KL&A will work with the State transition team lead, new party transition project manager, and new party transition specialist to help define what knowledge transfer and training will be accomplished during the transition period and assist in the development of the Knowledge Transition Plan. Knowledge transfer will include training and shadowing. When the Knowledge Transition Plan is being developed, early contract termination versus contract expiration, as well as on-premise hosting versus external hosting of the solution, should be taken into consideration.

The Knowledge Transition Plan should cover the following topics and types of information:

- Geographic locations that are acceptable by all parties to perform knowledge transfer;
- Technical stack used, high-level architecture diagrams, third-party libraries, and required licenses;
- Source code, code documentation, steps to build and run the application and tools used;
- List of interfaces, web services, specifications, and file formats;
- External system interactions, including a list of systems and contacts for each system;
- Deployment process, steps, contacts, and manual changes needed for different environments;
- Backend process jobs and their schedule (SSIS packages, CRON jobs, etc.); and
- Any other business and technical information relevant to the project that should be included in the onboarding documents for the new party.

Transition Schedule

KL&A will work with the State transition team lead and new party transition project manager and assist in the construction of the detailed transition schedule.

The purpose of the transition schedule is to collect and maintain complete and accurate schedule information from all stakeholders performing the transition work. The schedule will disseminate information up, down, and across organizations, providing visibility to transition status. This visibility enables progress tracking and proactive initiation of corrective measures by the State transition team lead to assure the goals of the transition are met on-time and that the transition is successful.

The transition schedule should include tasks, milestones, deliverables, work products, start and end dates, task durations, dependencies, and resource assignments that accurately and completely describe the work and time required to complete the transition. When the transition schedule is being constructed, both early contract termination versus contract expiration, as well as on-premise hosting versus external hosting of the solution, should be taken into consideration. KL&A recommends using Microsoft Project to construct and maintain the transition schedule.

Once the transition schedule has been constructed and agreed to by all parties, it should be initially baselined. When the initial baseline is established, the scope of work, dependencies, and timelines committed to by the constructors are recorded. Transition progress is then measured by comparing current status against the agreed-upon baseline of activities and dates so that variances can be highlighted and potential risks to the overall transition timeline can be identified.

The transition schedule should be updated and maintained by the State transition team lead throughout the duration of the transition period. Collecting current task status from the KL&A transition project manager and the new party transition project manager on a pre-determined frequency is essential to maintain the integrity of the transition schedule, as this enables the State transition team lead to report actual transition progress and to accurately project future transition timelines.

Transition-Out Plan

The purpose of the *Transition-Out Plan* is to explain how KL&A will, at the end of the contract, or in the event the contract is terminated early, transition-out of development or maintenance and support of the solution so that the State and any new party are able to assume these duties.

Transition-out activities primarily involve the execution of the Project Transition Management Plan, the Knowledge Transition Plan, and the transition schedule created during the transition-in phase.

During the transition-out period, KL&A will:

- Continue to perform existing services at established contract rates;
- Maintain staffing levels consistent with levels during the operational phase of the contract;
- Take necessary but reasonable measures to transition the performance of work, including all applicable contract services to the State and any new party;
- Deliver to the State and any new party all completed or partially completed contract deliverables as of the contract termination or expiration date;
- Take necessary and appropriate steps or such other action as the State may direct to preserve, maintain, protect, or return to the State all materials and data;
- Ensure data privacy and confidentiality of all sensitive data;
- If requested by the State, return all data stored in the solution in a common format such as text, comma-separated values (CSV), or MS Excel (XLS);
- Prepare an accurate accounting from which the State and KL&A may reconcile any outstanding accounts and contract payments; and
- Work with the State to develop an agreed-upon payment schedule for all transition exit costs and outstanding invoices.

Transition-out activities are different for early contract termination versus contract expiration, as well as different if the solution is hosted on-premise versus externally hosted.

This section explains our transition-out approach for each of these scenarios, as well as the creation of a transition-out exit agreement between the State and KL&A.

Transition-Out Exit Agreement

At the beginning of the transition-out period, KL&A expects the State to work with KL&A in creating an exit agreement that defines the exit obligations of KL&A. The exit agreement should list the transition-out services to be provided by KL&A to ensure all obligations are met. The exit agreement will be used by the State and KL&A to determine the completion of transition-out services accurately and mutually. Upon successful completion of transition-out services, the exit agreement will be signed by the State and KL&A, formally documenting the fulfillment of all transition obligations by KL&A.

Early Contract Termination Transition-Out

KL&A understands the State reserves the right to terminate the contract early if KL&A fails to perform as expected. In the event of early contract termination, KL&A will work diligently to transition remaining project activities to the State and any new party responsible for contract completion. Early contract termination may require transferring development activities and defined contract deliverables, and therefore, knowledge transfer and training requirements are higher.

Early contract termination may also need to address contractually defined warranty periods based on the current stage-gate of the project. If the solution is currently within a contractually defined warranty period, KL&A will continue providing warranty coverage during the transition period. Should the contractually defined warranty end date be beyond the end of the transition period, the State and any new party will become responsible for the remaining warranty coverage.

For early contract termination transition-out, as a preliminary example, KL&A will provide:

- The current SUITE PMM project management documents, including Project Charter and Project Management Plan, which may not be finalized, depending upon when the contract is terminated;
- The current project schedule in Microsoft Project file format, which may not be finalized depending upon when the contract is terminated;
- Project status reports, current issue and risk logs, and open and closed change requests;
- The current SUITE SEM system engineering documents, including requirement specifications and traceability matrix, functional and system designs, data conversion plans, test plans, test cases, training and installation plans, maintenance, transition and software configuration management plans, which may not be finalized depending upon when the contract is terminated;
- The current product backlog and all open defects stored in Jira, our product backlog, sprint planning and management, and defect tracking tool;
- KL&A documented meeting minutes, screen mockups, data conversion/migration results, user acceptance test results, and training materials and user guides;
- Required knowledge transfer and training to the State and any new party as documented in the Knowledge Transition Plan;
- The transfer of privileged and shared user IDs and passwords to the State and new party without impacting the continuing delivery of transition services during the transition period;
- The return of access passes issued by the State for access to State locations upon completion of all transition services;
- The correct disposal of any hard copies of State documents upon completion of all transition services; and
- Certification in writing to the State that KL&A has complied with the requirements for early contract termination.

Contract Expiration Transition-Out

Transition at contract expiration typically requires transferring only maintenance and support activities to the State and new party. When the transition occurs after years of maintenance and support, transition-out activities are minimized, as the solution is mature and most, if not all, defects will have been repaired. The system users and administrators will have been trained and will have been using the solution for years as well, so knowledge transfer and training requirements are lower than early contract termination.

For contract expiration transition-out, as a preliminary example, KL&A will provide:

- The current SUITE SEM maintenance plan and software configuration management plan;
- The current product backlog and all open defects stored in Jira, our product backlog, sprint planning and management, and defect tracking tool;
- Required knowledge transfer and training to the State and any new party as documented in the Knowledge Transition Plan;
- The transfer of privileged and shared user IDs and passwords to the State and any new party without impacting the continuing delivery of transition services during the transition period;
- The return of access passes issued by the State for access to State locations upon completion of all transition services;
- The correct disposal of any hard copies of State documents upon completion of all transition services; and
- Certification in writing to the State that KL&A has complied with the requirements for contract expiration.

On-Premise Hosting Transition-Out

If the solution is hosted on-premise by the State, the following items will likely be required, and as a preliminary example, will be provided by KL&A:

- Redirect of servers if the solution is integrated with a State single-sign-on application;
- Solution architecture files and/or diagrams in the possession of KL&A will be given to the State and any new party;
- Solution hosting documents in the possession of KL&A will be given to the State and any new party;
- System security plan and risk assessment documents in the possession of KL&A will be given to the State and any new party;
- Results of any application scans and infrastructure scans in the possession of KL&A will be given to the State and any new party; and
- Data, source code, and State confidential information removal and destruction from KL&A computers upon completion of all transition services.

External Hosting Transition-Out

If the solution is externally hosted by KL&A, such as cloud-based hosting by a cloud provider (Google, Azure or Amazon), the following items will likely be required, and as a preliminary example, will be provided by KL&A:

- Redirect of servers if the solution is integrated with a State single-sign-on application;
- Solution architecture files and/or diagrams in the possession of KL&A will be given to the State and any new party;
- Solution hosting documents in the possession of KL&A will be given to the State and any new party;
- System security plan and risk assessment documents in the possession of KL&A will be given to the State and any new party;
- Results of any application scans and infrastructure scans in the possession of KL&A will be given to the State and any new party;
- Definition of the maintenance window for database backup and redeploy to new servers;
- Database backup and redeploy in conjunction with the State and any new party;
- Domain Name System (DNS) cutover in conjunction with the State and any new party;
- Transfer of SSL certificates, if needed, to the State and any new party;
- Data, source code, and State confidential information removal and destruction from KL&A computers and cloud-based servers upon completion of all transition services; and
- Decommission of cloud-based servers.

If the solution is externally hosted, KL&A will have no fiscal or contractual responsibility for obtaining the infrastructure required to transfer the solution to the State and any new party. KL&A will provide reasonable and professional assistance to the State and any new party as needed to complete this element of the transition project.

SCHEDULE G - Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Schedule G, Attachment 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kunz, Leigh and Associates (KL&A) certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Justin Shaulis
Signature of Contractor's Authorized Official

Justin Shaulis, KL&A Partner
Name and Title of Contractor's Authorized Official

Date

SCHEDULE H - DATA RETENTION

Contractor must accommodate changes in retentions periods in accordance with DNR and State policies.

Item #	Series Title	Series Description	Retention Period	Approval Date
00000 -	Introduction	The Forest Resources Division provides for the protection, integrated management, and responsible use of a healthy, productive, forest resource base for the social, recreational, environmental, and economic benefit of the people of the State of Michigan. Program Services: 38146 - 38151 Forest Planning and Operations: 38152 - 38187 Forest Health & Cooperative Programs:38188 - 38214, 38249 - 38250		
38161 -	Annual Timber Sale Summary Reports	These reports document work accomplished during the year, including the final disposition of timbersales.	RETAIN UNTIL: Date created PLUS: 50 years THEN: Transfer to the Archives of Michigan	1/9/2018
38162 -	Receipts	These records document the amount of money that is received from the sale of state forest timber, as well as use permits, mineral leases, use permit bonds, etc. They serve as backup documentation for the timber sale contracts. The field office is the official recordkeeper of these records.	RETAIN UNTIL: Contract is closed PLUS: 5years THEN: Destroy	1/9/2018
38163 -	Fuelwood Permits	These records document permits that are issued to allow people to collect firewood. New permits are issued each year.	RETAIN UNTIL: Date issued PLUS:1 year THEN: Destroy	2/7/2012

Item #	Series Title	Series Description	Retention Period	Approval Date
38164 -	Vegetative Management System (VMS) Data (supersedes item # 38160)	These records document the sale of timber and support the long-term management of the state forest. Data may include, but may not be limited to, proposal information, contract information, contract amendments, cruising information, purchasers, receipts, and timber completion reports. Due to the relational nature of the data, it currently is not possible to purge short-term data.	RETAIN UNTIL: Date created PLUS: 50 years THEN: Transfer to the Archives of Michigan	1/9/2018
38171 -	Plan of Work Records	These records document which timber sale projects will be worked on during the upcoming year, and the activities that are planned for those projects. They may include, but may not be limited to, annual plans.	RETAIN UNTIL: Plan is revised PLUS: 1 year THEN: Destroy	1/9/2018
38175 -	Average Stumpage Price Report	These records document average stumpage prices for the reporting period. They may include, but may not be limited to, quarterly reports generated by the timber sale program that date back to 1953.	RETAIN UNTIL: Date created PLUS: 10 years THEN: Transfer to the Archives of Michigan	1/9/2018

Item #	Series Title	Series Description	Retention Period	Approval Date
38186 -	Michigan Forest Inventory Data and Files	These records document land management activities on Michigan's state forests, state parks, game areas, and other lands in the forest inventory program. The data is collected during field examinations, timber cruises, and other inventory activities. The data is used to develop treatment options for forests and other state lands that are presented to the public and to internal reviewers through open houses and reviews. This leads to a plan of work for the year of entry. The data and files may include, but may not be limited to, evaluation sheets, inventories, surveys, sampling, reviews, and approvals.	RETAIN UNTIL: Data is updated and overwritten, or the land is no longer within scope of the forest inventory program THEN: Destroy	12/10/2019
38187 -	Wood Products Directory Data	These records document companies that buy and sell wood products in Michigan.	RETAIN UNTIL: Superseded THEN: Destroy	2/7/2012
38187A -	Wood Products Directory Reports	These records document all of the companies listed in the directory at a point in time.	RETAIN UNTIL: Date created PLUS: 10 years THEN: Destroy	1/9/2018
38193 -	Survey Questionnaires (supersedes item # 29808)	These records document people of companies included in the Wood Products Directory and the Producers, Truckers, and Brokers Directory. They may include, but may not be limited to, survey questionnaires.	RETAIN UNTIL: New directory is published THEN: Destroy	2/7/2012

Item #	Series Title	Series Description	Retention Period	Approval Date
38226 -	Event Permits (supersedes item # 29766-29767)	These records document permits that are issued for events held on state land. They may include, but may not be limited to, applications, permits, supporting documentation, and correspondence.	RETAIN UNTIL: Date created PLUS: 5 years THEN: Destroy	2/7/2012
38228A -	Permits--Routine (supersedes item # 29870)	These records document permits on state land for use, building removal, and some special uses. They may include, but may not be limited to, correspondence, permits, mapping, bonds, insurance certificates, receipts, and other applicable permits.	RETAIN UNTIL: Date created PLUS: 10 years THEN: Destroy	2/7/2012
38228B -	Permits--Select (supersedes item # 29871)	These records document permits on state land for some uses, special uses, road construction and improvement, and well sites. They may include, but may not be limited to, correspondence, permits, mapping, bonds, insurance certificates, receipts, and other applicable permits.	RETAIN UNTIL: Date created PLUS: 50 years THEN: Destroy	2/7/2012

