



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

CONTRACT CHANGE NOTICE

Change Notice Number **29**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,821,878.26	\$22,770.00	\$17,844,648.26		
DESCRIPTION				
Effective 12/22/2021, the parties add \$22,770.00 for the eDaily trooper search enhancement services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: Trooper Vehicle Required Search	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 11/30/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

As noted on the [MSP Transparency and Accountability](#) web page:

With a commitment to transparency in our operations and administration, the Michigan State Police is making the below information easily accessible for review by the public because public trust and support is essential to good community policing strategies and maintaining accountability.

In order to improve transparency to the searches conducted for specific activities the eDaily module will be modified to require that a trooper designate if a search has been conducted.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions expand capabilities within eDaily to require troopers to specify whether a search has been conducted. Validation rules defined below have been defined to improve accuracy.

SCOPE OF WORK:

The LexisNexis eDaily software will be enhanced to record the trooper's responses to search activities. Existing functionality will be leveraged; however, the module will be modified in the following manner to validate that search details are captured as expected.

For each of the impacted activity types identified by MSP, a trooper will be required to designate whether a search was conducted. On the first tab for each activity a field will be added asking if a search was completed. The field will be required and no default answer will be provided. If the trooper indicates that a search was conducted two additional fields will be required to determine if a person and/or vehicle search is required.

- If no search was conducted, no further action is required by the user.
- If a person search was conducted, the user will be required to add a secondary search activity for at least one person identified on the activity.
- If a vehicle search was conducted, the user will be required to add a secondary search activity for at least one vehicle identified on the activity.

Impacted Activity Types:

- ORIGINAL INCIDENT (ORIG)
- TRAFFIC STOP (STOP)
- SUPPLEMENTAL INCIDENT (SUPP)
- TOBACCO ASSESSMENT CRIMINAL VIOLATION (TACV)
- TOBACCO ASSESSMENT SUPPLEMENTAL INCIDENT (TASUPP)
- TOBACCO ASSESSMENT TOBACCO VIOLATION (TATV)

Validation will be completed at the following points:

- Upon clearing the activity, the system will validate that the user has designated whether a search was conducted for each person and/or vehicle.
- Upon submission of the daily, the system will validate that if either a person and/or vehicle search was conducted, there is at least one person and/or vehicle with a secondary search activity.

Basic Activity Search will be modified to allow the three new questions to be searchable.

Once development work is complete, LexisNexis Coplogic Solutions will conduct testing to ensure functionality is working as expected. The software will then be made available for MSP testing in the Beta environment.

Assumptions

- This will not impact eDaily for CVED.
- An additional change request would be required to create a new tab on the daily for capturing Search details.
- This request is known to increase the number of steps for a trooper but effort was made to make this as user friendly as possible.
- When converting from a traffic stop to an original, information previously specified will be retained on the new activity.
- Only dailies created after this deployment will need to capture the required data.
- An additional change request would be required to apply this change to activity types not listed in the Scope of Work.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

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

- Documentation (as appropriate) detailing how the functionality described above will work. Note: MSP has provided base requirements for this functionality as included herein.
- Development and deployment of the changes in eDaily to capture specified Search information.
- Development and deployment of the changes in Basic Activity Search to allow the three new fields to be searchable.

ACCEPTANCE CRITERIA:

Once the development of the Trooper Required Search functionality is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the integration for conformity

to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- For the six activity types indicated, new fields will be on the first tab to determine if a search was performed.
- Validation will be performed to ensure that the search information is on the report.
- The three search fields will be available on the Basic Activity Search module.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on **Satisfactory Final Acceptance at conclusion of the contract**. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Trooper Required Search	198	\$22,770

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:
Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

MSP will perform all testing / validation of the software changes upon deployment to the Beta environment.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract; therefore, hours and conditions do not apply.



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

CONTRACT CHANGE NOTICE

Change Notice Number **28**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,821,878.26	\$0.00	\$17,821,878.26		
DESCRIPTION				
Effective 11/1/2021, the parties modify the Contract Change Notice 18 statement of work report deliverables per the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: GAR Reporting Revisions	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 9/10/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

Via Change Notice 18, MSP requested that LexisNexis create reports for the Grant Activity Reporting ("GAR") module utilizing data from the eAICS solution. The original request included development of two static reports (HIDTA and Byrne JAG) and eleven user requested reports to be made available for use from within the eAICS application.

MSP has requested that LexisNexis modify the original request to remove 7 of the 11 user requested reports. Additionally, new requirements were identified and are outlined in the scope of work section below. As a result, this is a no cost change request.

PROJECT OBJECTIVE:

Revise the HIDTA and Byrne JAG reports per MSP requirements. Specific functionality is outlined in detail below.

SCOPE OF WORK:

LexisNexis Coplogic Solutions will revise the HIDTA and Byrne JAG reports as follows:

- **HIDTA:** Upgrade the existing report to the Oct. 2018 version (current version is 2017)
- **Byrne JAG:** Add section on report for non-drug related arrests

Once the development work is complete, LexisNexis Coplogic Solutions will deliver the software to MSP for testing.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

Deliverables for this project include:

- Design Document that details the requirements / functionality of the revised reports.
- Development of the changes to the GAR reports.

ACCEPTANCE CRITERIA:

Once the development of the modifications is completed, they will be made available for acceptance testing. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- The Byrne JAG report includes the additional section for non-related drug arrests
- The HIDTA report will be upgraded to the October 2018 version

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

This is a zero-dollar cost Contract Change Notice, which will result in no changes to the existing payment schedule or amounts.

LexisNexis Coplogic Solutions Proposal Cost:	Hours	Amount
GAR Report Revisions	594	\$68,351.82
GAR Specific Reports (7)	(594)	(\$68,351.82)
Total		\$0.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- Conduct acceptance testing of the modifications described here.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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

CONTRACT CHANGE NOTICE

Change Notice Number **27**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,441,878.26	\$1,380,000.00	\$17,821,878.26		
DESCRIPTION				
Effective 10/26/2021, the parties add \$1,380,000.00 for additional Software Support Resources for the eAICS application as detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement and State Adminstrative Board approval on 10/26/2021.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: Software Support Resources	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 9/7/2021
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

LexisNexis Coplogic Solutions (“Coplogic”) currently provides Michigan State Police (MSP) with several statewide public safety solutions that include functionality for the eCrash, eCitation, eDaily, and eAICS (Electronic Automated Incident Capture System). We propose to add resources to support the eAICS module and future upgrades.

PROJECT OBJECTIVE:

In partnership with Coplogic, MSP has requested and agreed to fund three (3) additional Software Support Resources to accomplish some key initiatives for the eAICS application. As such Coplogic will staff these three (3) additional resources that will be added to the existing Coplogic MSP Team. Their daily activities will be managed by the Coplogic Consulting Manager, Mary Roush. Details of the key business job requirements of the three (3) roles are listed below.

SCOPE OF WORK:

Coplogic will staff the following software support resource roles.

1. Project Manager

Coplogic will staff a Project Manager that will be responsible for tracking deliverables, holding weekly status meetings, reporting, and assisting and facilitation issue resolution meetings for the eAICS move to AWS and the eAICS Replatform initiative. This individual will report directly to Mary Roush.

2. Senior Business Analyst

Coplogic will staff a Senior Business Analyst that will be responsible for gathering technical and business requirements for the eAICS move to AWS and the eAICS Re-platform initiative. This individual will also provide assistance on maintenance and support items for the existing system. Some of the responsibilities for this position will be to work with the business and technical teams to identify and document the deliverables of the two projects listed above and assist with other support needs, including data requests. This individual will identify and prioritize technical and functional requirements and assist in holding Joint Application Sessions (JAD) where applicable at the direction of the Consulting Manager, Mary Roush.

3. Senior Developer

Coplogic will staff a Senior Developer that will be responsible for writing code for maintenance of the current system. This individual will be a contributing team member on the development team that will write code, analyze data, and contribute to the design and implementation of maintenance items. This individual will report to the Lead Developer, Joe Conrey.

Assumptions

- It is estimated that the new Software Support Resources will begin work on MSP items approximately 30 days from date of hire. MSP will fund each of these resources for a period of 2 years.
- Coplogic will consider these three (3) staff as full time which means they will work 2,000 hours annually.
- Coplogic will staff, manage, and prioritize the day-to-day activities and tasks per the needs of the team to accomplish the outcomes for the key initiatives.
- The work completed by Coplogic through this SOW is independent of any other MSP effort.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

Does not apply since no deliverables will be created.

ACCEPTANCE CRITERIA:

Does not apply since no deliverables will be created.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report will contain details relevant to this support agreement.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Coplogic will bill annually in advance for the staff members at the beginning of the State's fiscal year. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Software Support Resources (3)	12,000	\$1,380,000

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

Does not apply.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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

CONTRACT CHANGE NOTICE

Change Notice Number **26**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year		September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$16,330,443.26	\$111,435.00		\$16,441,878.26	
DESCRIPTION				
Effective 9/7/2021, the parties add \$111,435.00 for MSP to procure the Trooper Location Capture enhancement services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement and State Adminstrative Board approval on 9/7/2021.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: Trooper Location Capture	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 7/22/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

As noted on the [MSP Transparency and Accountability](#) web page:

With a commitment to transparency in our operations and administration, the Michigan State Police is making the below information easily accessible for review by the public because public trust and support is essential to good community policing strategies and maintaining accountability.

This site includes [Traffic Stop Data](#) that is tracked within the eDaily module, supporting MSP's commitment to:

"unbiased policing and the equitable treatment of all persons. Department policy prohibits stopping or detaining anyone based solely on their race or ethnicity."

Location information used for this reporting is entered into the system manually by users within eDaily. If a Traffic Stop originates from a Citation, location information entered manually within eCitation is then imported into eDaily. No GPS coordinates are captured within either module.

Race information is also captured via the UD-10 Traffic Crash Report in eCrash and is used in transparency reporting. Location information in that module is specified by the user via an electronic map (see details below). GPS coordinates are retrieved for that location and added to the UD-10 Traffic Crash Report. Crash data is then imported into eDaily.

From Change Notice 6 to the contract:

In 2016, LexisNexis developed a tool for the MSP to assist the troopers with capturing accurate crash location information. This was called the Crash Location Improvement Project (CLIP) and was requested under Contract No. 071B5500023, Change Notice No. 1 (formerly Change Notice No. 4).

The CLIP module (CLIP 1.0) made an electronic map available to troopers that allowed them to zoom in and out on the streets, allowing them to better gauge the exact location of the crash. The troopers could click on a single point on the road to identify the exact location where the crash occurred. In addition to capturing the location of the crash with increased accuracy, the location information auto-populated into many fields on the UD-10 Traffic Crash Report ("UD-10"), thus reducing the time it takes troopers to complete the UD-10.

The CLIP project has been successfully deployed within MSP, and now the MSP Traffic Crash Reporting Unit is requesting: 1). that LexisNexis make the CLIP module available to the local law enforcement agencies that are currently utilizing the LexisNexis eCrash application, and 2). that LexisNexis make certain enhancements to the CLIP module, as further specified herein. This effort is called the CLIP 2.0 Project (“CLIP 2.0”).

Implementing CLIP 2.0 at these additional local law enforcement agencies will enhance the quality and accuracy of data received from around the state and will allow the Traffic Crash Reporting Unit to make better decisions through analyzing the data.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions expand capabilities within eDaily, eCrash, and eCitation as it relates to capturing the location of an activity / event with increased accuracy, supporting improved decision making through data analysis. Additionally, the enhancements outlined below will reduce the time it takes troopers to complete their work.

SCOPE OF WORK:

The LexisNexis software will be enhanced to record the trooper’s location (latitude and longitude) based on information from their car’s modem. This information will be collected via a GPS stream broadcasted on a designated State of Michigan port. The GPS coordinates will then be used to pre-populate fields on the eDaily report, the UD-10 Traffic Crash Report, and the Citation. Existing CLIP functionality will be leveraged to reduce work effort and training efforts. The modules will be modified in the following manner.

I. eDaily

- A. When a trooper initiates an activity from the New Activity Window, the eDaily will capture the current location (latitude and longitude) of the trooper via the GPS stream. The following services currently utilized in eCrash will be used to populate the COUNTY, CITY/TWP, ADDRESS, and AT OR NEAR fields (Location fields), where the state service can provide this information. If the state service cannot provide information, the user will need to populate the fields on their own within the activity. Note: AT OR NEAR fields will utilize the closest intersection.
 - http://www.mcgi.state.mi.us/ws_mspclip/CrashServices.svc/rest/findLocation?cnty={COUNTYFIPS}&mcd={MCDFIPS}&str={STREETNAME}&xstr={CROSSSTREETNAME}
 - http://www.mcgi.state.mi.us/ws_mspclip/CrashServices.svc/rest/findStreet?cnty={COUNTYFIPS}&str={STREETNAME}
 - http://www.mcgi.state.mi.us/ws_mspclip/CrashServices.svc/rest/findCollisionLocation?lat={LATITUDE}&lon={LONGITUDE}&isIntersection={ISINTERSECTION}
- B. On the Activity Header, a button will be added that allows the trooper to change the location. When a trooper clicks the “Update Location” button, the CLIP tool will open with the pin placed at the location designated by the GPS coordinates. To change the location, the trooper can drop a new pin and when they click the “Export Location” option in CLIP, the GPS coordinates and the location fields in the Activity Header will be updated.

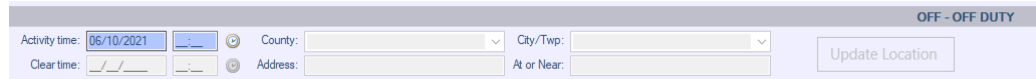
The screenshot shows a software interface for an 'Activity Header'. At the top right, it says 'STOP - TRAFFIC STOP'. Below this, there are several input fields: 'Activity time' (06/10/2021), 'County' (56 - MIDLAND), 'City/Twp' (04 - HOMER TWP), 'Clear time' (06/10/2021), 'Address' (MAIN ST), and 'At or Near' (LONG ST). To the right of these fields is a button labeled 'Update Location'.

The following services will be used to render the map with the associated pin:

- <http://gisp.mcgi.state.mi.us/ArcGIS/rest/services/BaseMap/StreetMap/MapServer>
- http://gisp.mcgi.state.mi.us/arcgis/rest/services/BaseMap/StreetMap_tpt/MapServer

NOTE: MSP has identified a need for non-roadway pin drops within CLIP. If a state service is available, this additional requirement can be met. If a state service is not available, the user will not be able to update information to a non-roadway location.

- C. The location fields in the Activity Header will remain active, allowing the trooper to make modifications to the location (e.g. adding a house number).
- D. For activities that cannot accept one of the Location fields identified above (e.g. OFF DUTY), fields will not be populated with the current location. Additionally, the “Update Location” button will be disabled.



The screenshot shows a form with the following fields: 'Activity time' (06/10/2021), 'County' (dropdown), 'City/Twp' (dropdown), 'Address' (text input), and 'At or Near' (text input). There is a 'Clear time' button and an 'Update Location' button. The status 'OFF - OFF DUTY' is displayed in the top right corner.

- E. The GPS coordinates will be stored in the database, but not visible to the user.

II. eCrash

Currently, when the user clicks on the Road Name field in a crash report, CLIP is launched and the map zooms in to the area in which the user’s agency is located. The user is required to drop a pin at the location of the crash.

- A. The eCrash module will be modified so that the GPS coordinates of the trooper’s current location will be used to place the pin on the map upon launch of CLIP. If it is necessary to update the location, the user can launch CLIP and drop a new pin. When they click the “Export Location” option in CLIP, fields on the UD-10 will be auto-filled with the appropriate location data, including GPS coordinates.

NOTE: MSP has identified a need for non-roadway pin drops within CLIP. If a state service is available, this additional requirement can be met. If a state service is not available, the user will not be able to update information to a non-roadway location.

- B. The location fields in the crash report will remain active, allowing the trooper to make modifications to the location, with the exception of the GPS coordinates which are not modifiable currently.
- C. For any Crash report imported into a trooper’s eDaily report, GPS coordinates of the crash will be used to populate both the latitude and longitude on the activity as well as the Location fields identified in Section I above.
- D. Per Change Notice 6 (referenced above), CLIP functionality was expanded for use within Local Agencies. Therefore, enhancements described here will be available for all eCrash users within Michigan.

III. eCitation

- A. The eCitation module will be modified so that the GPS coordinates of the trooper’s current location will be used to pre-populate fields on the Location tab. If it is necessary to update the location, the user can launch CLIP (via “Update Location” option on the Location tab) and drop a new pin. When they click the “Export Location” option in CLIP, fields on the Location tab will be auto-filled with the appropriate location data.

NOTE: MSP has identified a need for non-roadway pin drops within CLIP. If a state service is available, this additional requirement can be met. If a state service is not available, the user will not be able to update information to a non-roadway location.

- B. The location fields in the citation will remain active, allowing the trooper to make modifications to the fields.
- C. For any Citation imported into a trooper's eDaily report, coordinates will be used to populate both the latitude and longitude on the activity as well as the Location fields identified in Section I above.
- D. The GPS coordinates will be stored in the database, but not visible to the user.
- E. Enhancements described here will only be available for MSP users within Michigan.

Once development work is complete, LexisNexis Coplogic Solutions will conduct testing to ensure functionality is working as expected. The software will then be made available for MSP testing in the Beta environment.

Assumptions

- The proposed enhancement will use the existing services utilized by the eCrash module. The State of Michigan shall be responsible for any licensing with an applicable vendor for the expanded use of the services above.
- Any fundamental change with regards to mapping services or how coordinate data is provided will be covered under a separate change notice.

TASKS:

Assistance from DTMB Center for Shared Solutions (CSS) will be required if there are technical issues with either:

- The utilization of the services referenced above for obtaining map and location data; or,
- Obtaining the trooper's location from the GPS stream.

DELIVERABLES:

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

- Documentation (as appropriate) detailing how the functionality described above will work. Note: MSP has provided base requirements for this functionality as included herein.
- Development and deployment of the Trooper Location Capture functionality.

ACCEPTANCE CRITERIA:

Once the development of the Trooper Location Capture functionality is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the integration for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- Location is captured on each eDaily activity, Citation, and Crash Report as defined, pre-populating fields and setting the pin on the map to the coordinates pulled from the GPS stream when CLIP is launched.
- The import of a Citation or a Crash Report into eDaily will pre-populate information identified above.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on Satisfactory Final Acceptance at conclusion of the contract. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Trooper Location Capture	969	\$111,435.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- MSP will perform all testing / validation of the software changes upon deployment to the Beta environment.
- MSP will work with DTMB CSS if issues arise in the testing with services included or information retrieved off the GPS stream provided.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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

CONTRACT CHANGE NOTICE

Change Notice Number **25**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC
	1000 Alderman Drive
	Alpharetta, GA 30005
	Mary Roush
	517-881-4142
	mary.roush@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	MSP
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406 barronj1@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year		September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$16,147,513.76	\$182,929.50		\$16,330,443.26	
DESCRIPTION				
Effective 6/9/2021, the parties add \$182,929.50 for the additional 195 eCitation licenses and maintenance for DNR detailed in the attached documentation. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov

COST TABLE

ADDING eCITATION LICENSES AND MAINTENANCE FOR DNR

Part Number	Description	Quantity	Unit Price	Amount
78611	<u>LexisNexis® eCitation</u> <ul style="list-style-type: none">• Issue traffic, parking, and warning citations• Development for NCIC interface• Voice response and distribution of citation numbers	195	\$795.00	\$155,025.00
64452	<u>LexisNexis® eCitation Annual Support and Maintenance</u> <ul style="list-style-type: none">• Unlimited customer support (phone and e-mail)• Patches and upgrades as released	195	\$143.10	\$27,904.50
Quote Subtotal				\$182,929.50
Sales Tax				N/A

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



CONTRACT CHANGE NOTICE

Change Notice Number **24**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,868,063.76	\$279,450.00	\$16,147,513.76		
DESCRIPTION				
Effective 5/11/2021, the parties add \$279,450.00 for MSP to procure the eAICS database administration support services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement and State Administrative Board approval on 5/11/2021.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: eAICS DBA Support	Period of Coverage: 2/10/2020 - 9/30/2022
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 2/23/21
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

The Electronic Automated Incident Capture System (eAICS) was implemented at MSP by LexisNexis Coplogic Solutions in 2016. The system is hosted by Saginaw County Information Technology and consists of the following databases:

“[Redacted for Security Purposes]”

Prior to 2/10/2020, the database administrator (DBA) team under DTMB Agency Services managed these databases in conjunction with MSP (database security and access controls). The DBA contracted to support MSP's eAICS system was being paid under State of Michigan Contract Number 190000000286 with InformationBuilders (IB). When a Stop Work Order for IB was put into effect, his assignment ended. Since that time, LexisNexis Coplogic Solutions has taken on the DBA role for eAICS.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions to provide database administration support for eAICS, which is hosted by Saginaw County.

SCOPE OF WORK:

LexisNexis Coplogic Solutions will provide support and maintenance services for the eAICS databases identified above. Various tools will be used to support the activities below:

- **Monitoring:** Tracking of database performance and resources to ensure high performance and availability to end users. Includes:
 - Performance tuning of long running queries
 - Optimization of stored procedures
 - Validation of new code for quality prior to deployment
 - Support of database driven activities, including, but not limited to, SQL Reports, notifications, maintenance plans and database backup provisioning
- **User Access Control:** Provisioning and maintenance of user accounts
- **Patching:** Monthly Windows patching; SQL server and hardware patching as needed

Assumptions

Saginaw County Information Technology will retain responsibility for daily backups and storage of the database.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

Does not apply since no deliverables will be created.

ACCEPTANCE CRITERIA:

Does not apply since no deliverables will be created.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report will contain details relevant to this support agreement.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on an annual basis in conjunction with the payment for eAICS Support and Maintenance. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

LexisNexis Coplogic Solutions Proposal Cost:		Hours	Amount
DBA Support Services for 10/1/2020 thru 9/30/2021		1215	\$139,725.00
DBA Support Services for 10/1/2021 thru 9/30/2022		1215	\$139,725.00
TOTAL			\$279,450.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

Communications to the field regarding any down time required to complete database maintenance and support activities (i.e., patching).

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Coplogic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.

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



CONTRACT CHANGE NOTICE

Change Notice Number **23**

to

Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MULTI
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,868,063.76	\$30,016.00	\$15,898,079.76		
DESCRIPTION				
Effective 4/14/2021, the parties add \$30,016.00 for DNR to purchase and implement 32 eCitation licenses and one year of annual maintenance and support at the existing contract rates per the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Michael Cooley	517-284-9821	COOLEYM@michigan.gov



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

Project Title: LexisNexis (Coplogic Solutions eCrash and eCitation)	Period of Coverage:
Requesting Department: MDNR-LED	Date: 3/2/2021
Agency Project Manager: Sergeant Mark Papineau	Phone: 989-418-9434
DTMB Project Manager: Michael Cooley	Phone: 517-897-2460

BACKGROUND:

The Michigan Department of Natural Resources Law Enforcement Division (MDNR-LED) manages traffic crash reports and law citations. MDNR-LED currently uses LexisNexis Coplogic Solutions **eCrash** Software (free of cost) which enables the collection and the online distribution of Reports via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). The purpose of this statement of work is to add LexisNexis Coplogic Solutions **eCitation** to the agreement to enable electronic ticket writing and the ability to print citations on demand. This Statement of Work is hereby added to Contract 071B5500023 via a Contract Change Notice and is subject to the terms thereof. Further, the parties agree that the eCrash Software provided heretofore and in the future shall likewise be subject to the terms of Contract 071B5500023 at the pricing previously agreed and stated herein.

PROJECT OBJECTIVE:

The objective of this project is to add **eCitation** to the MDNR-LED Coplogic Solutions software package.

SCOPE OF WORK:

eCrash Scope of Services:

LexisNexis Coplogic Solutions will provide the following Services to MDNR subject to the provisions of this Statement of Work. Any change to the Services as set forth in this Statement of Work that occur after the Contract Change Notice effective date must be made by amendment to Contract 071B5500023 pursuant to its terms governing contract change notices. LexisNexis Coplogic Solutions will provide the following Services subject to MDNR's technology capabilities, processes, and work-flow functionality:

1. Permit connection of LexisNexis Coplogic Solutions' application on MDNR's application-compatible computing devices, with the following features:
 - a. Integrated crash scene diagramming;
 - b. Ability to interface with NCIC, NLETS, and state databases to auto-populate Reports with applicable data;
 - c. Voice response; and
 - d. Online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports.
2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from MDNR to LexisNexis Coplogic Solutions.
3. Provide Indefinite (non-purged) Report retention and distribution services.

The eCrash solution is at no cost to Michigan DNR Law Enforcement Division.

eCitation Scope of Services:

LexisNexis Coplogic Solutions will provide the following Services to MDNR subject to the provisions of this Statement of Work. Any change to the Services as set forth in this Statement of Work that occur after the Contract Change Notice effective date must be made by amendment to Contract 071B5500023 pursuant to its terms governing contract change notices. LexisNexis Coplogic Solutions will provide the following Services subject to MDNR's technology capabilities, processes, and work-flow functionality:

1. Provide Services including licenses for thirty two (32) devices to MDNR, enabling installation of the Services on MDNR's application-compatible computing devices to include the following features:
 - a. Voice response
 - b. Distribution of citation number
 - c. Ability to interface with NCIC to auto-populate Reports with applicable data
 - d. Online agency administration portal to view Reports and obtain information related to Agency's Reports.
2. Establish protocol to electronically transfer Reports in a timely manner from MDNR to LexisNexis Coplogic Solutions.
3. Provide Indefinite (non-purged) Report retention and distribution services.
4. Provide Support and Maintenance as listed:
 - a. Unlimited customer support (Phone and email)
 - b. Patches and upgrades as released.
5. As requested by MDNR, LexisNexis Coplogic Solutions agrees to configure the Services to the MDNR's specific and reasonable requirements as listed. Any configuration or customization of Services by LexisNexis Coplogic Solutions in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Statement of Work
 - a. Configuration of Courts
 - b. Configuration of Laws
 - c. Allow MDNR-LED to update DNR Laws as needed
 - d. Both MDNR and Michigan State Police (MSP) use the same courts, MSP system will be mirrored for MDNR.
6. Facilitate MDNR transfer of Reports to MDNR record management system. MDNR assumes any and all responsibilities for the actions or inactions of such transfers to MDNR Designated Third Parties and indemnifies LexisNexis Coplogic Solutions from any and all claims such parties may have arising from or relating to LexisNexis Coplogic Solutions' compliance with this MDNR request.

RMS Vendor: **State Records Management System supported by MSP**. Tech support phone: **517-335-7767** email: MSPSRMS@Michigan.gov

7. If maintenance requires updates to terms and conditions, MDNR will require users to accept those updates at the next login after the update has been provided.

TASKS & DELIVERABLES:

Technical support is required to assist with the following tasks. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Contractor will provide the following Deliverables:

- Facilitate Configuration Sessions (as needed) and generate a Configuration Document that details the requirements / functionality of the requested configurations.
- Development of the configurations to the eCitation system.

ACCEPTANCE CRITERIA:

Once the development of the system configurations are completed, they will be made available for acceptance testing. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis. Work will not be considered complete until the State accepts the system delivered.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the MDNR and Department of Technology Management and Budget (DTMB) Project Managers throughout the life of this project. 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.

SPECIFIC DEPARTMENT STANDARDS:

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

TERM and PAYMENT SCHEDULE:

The State will pay Contractor a one-time \$25,440.00 fee to purchase 32 perpetual eCitation licenses and \$4,576.00 annually for support and maintenance thereof per the rates detailed in the table below. The effective date of the licenses and the effective date of the initial annual maintenance term will be the effective date of this Contract Change Notice. Pursuant to the renewal terms of Contract 071B5500023, the maintenance term may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration, provided Contract 071B5500023 is an open contract vehicle on that date.

Contractor may invoice for upon receiving a Purchase Order/Delivery Order from the State for those items listed in the Purchase Order. 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. All invoices must include the purchase order number. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual quantity and unit price 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

Part Number	Description	Quantity	Unit Price	Amount
78611	<u>LexisNexis® eCitation</u> <ul style="list-style-type: none"> • Issue traffic, parking, and warning citations • Development for NCIC interface • Includes voice response and distribution of citation numbers 	32	\$ 795.00	\$ 25,440.00
64452	<u>LexisNexis® eCitation Annual Support and Maintenance</u> <ul style="list-style-type: none"> • Unlimited customer support (phone and e-mail) • Every critical patch and upgrade released 	32	\$ 143.00	\$ 4,576.00
Quote Subtotal				\$ 30,016.00
Sales Tax				As Applicable

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor Project Manager is

Derick Lamoureux
LexisNexis Risk Solutions
1000 Alderman Dr
Alpharetta, GA 30005
413.221.5770
FAX 844.240.8312
Derick.Lamoureux@lexisnexisrisk.com

The designated Agency Program Manager is:

Sergeant Mark Papineau
Department of Natural Resources
Law Enforcement Division
Constitution Hall
525 W Allegan
Lansing, MI 48933
989-418-9434
PapineauM@Michigan.Gov

The designated DTMB Program Manager is:

Michael Cooley
Department of Technology Management and Budget
Agency Services
Constitution Hall 1st floor
525 W Allegan
Lansing, MI 48933
517-897-2460
CooleyM@Michigan.Gov

AGENCY RESPONSIBILITIES:

Work with LexisNexis to ensure all work is correct and competley satisfied. Also answer all questions from LexisNexis in regards to work.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely due to COVID-19

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

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

CONTRACT CHANGE NOTICE

Change Notice Number 22

to

Contract Number 071B5500023

CONTRACTOR	LEXISNEXIS RISK SERVICES INC
	1000 Alderman Drive
	Alpharetta, GA 30005
	Mary Roush
	517-881-4142
	mary.roush@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	MSP
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406	barronj1@michigan.gov

CONTRACT SUMMARY

ECRASH AND ECITATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,778,363.76	\$89,700.00	\$15,868,063.76		

DESCRIPTION

Effective 1/26/2021, the parties add \$89,700.00 for the services detailed in the attached statement of work for integrating eAICS with N-Dex. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov



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

Project Title: Mi-DEx / N-DEx Integration	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 10/29/20
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

Information below provided courtesy of the [Mi-DEx website](#).

Mi-DEx is a joint initiative of the Michigan State Police, Michigan Association of Chiefs of Police, and the Michigan Sheriffs' Association to encourage information sharing. Mi-DEx provides a means to electronically share records management, jail, citations, and other information on a state and federal level through the use of the National Data Exchange (N-DEx) system. Mi-DEx is the "glue" that ties the separate information sharing collaboratives operating in the state into a statewide information sharing system. Agencies provide information to Mi-DEx, which provides a pass through to N-DEx. The Mi-DEx interface with N-DEx does not require that Michigan store information at the state level. Mi-DEx will simply consolidate information for passing on to N-DEx in a single nightly feed.

N-DEx, operated by the FBI, is a central repository of incident, arrest and other data. Agencies choose the type and amount of data they wish to contribute. The data they include in the Mi-DEx interface will be passed through to N-DEx. Participating law enforcement agencies can use the query and mapping tools available through N-DEx in their crime analysis efforts.

Prior to the implementation of the Electronic Automated Incident Capture System (eAICS) by LexisNexis Coplogic Solutions in 2016, MSP's incident management system transmitted data to N-DEx through Mi-DEx. Efforts were made following implementation to build the eAICS integration, but a change in MSP priorities resulted in the work being put on hold.

As the Mi-DEx pass-through to N-DEx now requires eAICS data be submitted in an xml format, the initial work completed by LexisNexis Coplogic Solutions on this initiative is not reusable.

PROJECT OBJECTIVE:

MSP has requested LexisNexis Coplogic Solutions to develop integration between eAICS and N-DEx via the Mi-DEx pass-through to comply with the CJIC 2020-2022 Strategic Plan:

Investment: Public Safety

Goal 1: Provide the highest quality law enforcement and public safety services by maximizing existing strengths and assets and by forging authentic community connections.

Objectives:

- 1.3. Reduce crime and improve traffic safety by developing and implementing annual district-level plans, comprised of post and section plans, based on data and best practices that focus on crime and traffic initiatives where department resources can make a positive impact by December 31, 2022.

Actions:

The Michigan Crime Reporting Unit with the support of the eApplications Unit will submit eAICS data to the FBI National Data Exchange by December 31, 2020.

Features and functionality for the integration are outlined in more detail below.

SCOPE OF WORK:

LexisNexis Coplogic Solutions will develop an integration between eAICS and N-DEX via the Mi-DEX pass-through. The integration will consist of the delivery of a daily xml feed to Mi-DEX utilizing the standard N-DEX format with additions specific to Mi-DEX. Details for the expected formats are included in the IEPD supplied by DTMB and will be used in the development of the integration.

The following documentation in the IEPD, which will be updated by MSP to include eAICS data mappings, will be used for the field level integration work:

- **Mi-DEX IEPD\docs\Mi-DEX mapping:** Identifies all data elements that can be provided to N-DEX, including designation which elements are required.
- **Mi-DEX IEPD\N-DEX-IncidentArrest-2.1.2\docs\N-DEX LEXS NIEM code tables:** Identifies all valid values for codes supplied via the integration.

Submissions will be limited to:

- Incidents that are:
 - Approved;
 - Status = Closed ("2 – Unfounded", "3 – Exceptional Clearance", or "5 – Closed"); and,
 - Security Level = "Unrestricted Access"
- Incidents for Agency ORIs that submit data to MICR
- Incidents with MICR reportable file classes

Once development work is complete, LexisNexis Coplogic Solutions will conduct testing of generated files to ensure all filters and mappings are applied as documented. The software will then be made available for MSP testing in the Beta environment.

At MSP's request, files will be generated using incident data in the Beta environment which will then be supplied to the department's N-DEX liaison for submission to the FBI for testing. Following the test data import, the FBI office will provide a Data Submission Report to MSP detailing if testing failed or passed.

Assumptions

- MSP will supply mappings for:
 - eAICS data elements included in the **Mi-DEX mapping** spreadsheet
 - eAICS codes to N-DEX included in the **N-DEX LEXS NIEM code tables** spreadsheet

LexisNexis Coplogic Solutions will use these mappings to complete development, working collaboratively with MSP to resolve any questions.

- MSP will perform all testing / validation of eAICS data on the N-DEX site as LexisNexis Coplogic Solutions does not have the authority to access to the site. This includes validation in both the Beta and production environments.

- MSP will work with DTMB / the FBI if issues arise in the testing that are not specific to the integration work completed by LexisNexis Coplogic Solutions.
- Based on the process defined, it will not be possible to test end to end prior to the production implementation. The actual file exchange via ftp is excluded as test files are sent via email to the MSP representative.
- No eAICS UI changes will be made. All integration work will be in the background. If there is an issue with a file(s) being supplied, regardless of whether on the eAICS or Mi-DEx side, an alert will identify the same and the issue addressed. There will be no failover to ensure continuous provision of files.
- Only structured data will be included in this integration. Narratives will be accounted for via a separate work order.
- If changes are made in either the Mi-DEx mappings or the N-DEx code mappings, they will be prioritized by MSP along with other items in the LexisNexis Coplogic Solutions backlog. No versioning is included in this work effort.
- Any major modification to the integration method described here shall require a separate work order.

TASKS:

DTMB support will be required if there are technical issues with the submission of eAICS data to Mi-DEx.

DELIVERABLES:

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

- Documents detailing how eAICS data elements and code values map to Mi-DEx / N-DEx. **Note:** MSP will provide the initial versions, LexisNexis Coplogic Solutions will verify and supply / retain the final versions.
- Development and deployment of the integration between eAICS and N-DEx via the Mi-DEx pass-through.

ACCEPTANCE CRITERIA:

Once the development of the Mi-DEx integration is completed, it will be made available for acceptance testing. The State will be responsible for reviewing the integration for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- Only data for incidents defined above are displayed on the N-DEx site.
- All mapped data elements and codes are displayed as expected on the N-DEx site.

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on **Satisfactory Final Acceptance at conclusion of the contract**. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Mi-DEx / N-DEx Integration	780	\$89,700.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- As stated in the Assumptions section above, MSP will supply mappings for eAICS data elements and codes to Mi-DEx / N-DEx values. LexisNexis Coplogic Solutions will utilize these mappings to build the integration.

- MSP will perform all testing / validation of eAICS data on the N-DEx site as LexisNexis Coplogic Solutions does not have the authority to access N-DEx. This includes validation in both the Beta and production environments.
- MSP will work with DTMB / the FBI if issues arise in the testing that are not specific to the integration work completed by LexisNexis Coplogic Solutions.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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

CONTRACT CHANGE NOTICE

Change Notice Number **21**
 to
 Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Mary Roush		Contract Administrator	Jarrod Barron	DTMB
	517-881-4142			(517) 249-0406	
	mary.roush@lexisnexisrisk.com			barronj1@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input 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 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,720,173.76	\$58,190.00	\$15,778,363.76		
DESCRIPTION				
Effective 12/21/2020, the parties add \$58,190.00 for the services detailed in the attached CVED eDaily Enhancements statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov



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

Project Title: Develop CVED eDaily Modifications	Period of Coverag
Requesting Department: MSP CVED	Date: 12/15/2020
Agency Project Manager: MC Lt. Steven Horwood	Phone: 517-240-5120
DTMB Project Manager: N/A	Phone

BACKGROUND:

The MSP CVED eDaily collects officers daily activities. The eDaily information collected is used in various ways; for grant reporting to stake holders, reconciliation with payroll, and recognizing patterns and trends to ensure enforcement is efficient in all areas.

PROJECT OBJECTIVE:

The objective of this project is make enhancements/modifications in a few areas in the daily. The CVED eDaily was built on a trooper platform and this enhancement would ensure data is being captured correctly. Field supervision will be able to see everything on all MC Officer dailies.

SCOPE OF WORK:

Contractor will modify and enhance the following seven areas of functionality:

- Display Notes for All Activities
- Traffic Stop and Original Workflow Change
- Mirror Original Activity to Traffic Stop
- Secondary Location Requirement
- Allow Supervisors Access to Staff Dailies (provide read only access to actual daily entries)
- Create CVED Summary Report
- WIM and WWIM will be required fields

TASKS & DELIVERABLES:

Technical support is required to assist with the following tasks. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Contractor will provide the following Deliverables:

- Facilitate Design Sessions (as needed) and generate a Design Document that details the requirements / functionality of the requested modifications.
- Development of the modifications to the eDaily system.

ACCEPTANCE CRITERIA:

Once the development of the system modifications are completed, they will be made available for acceptance testing. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis. Work will not be considered complete until the State accepts the system delivered.

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:

One \$58,190.00 payment will be made after satisfactory acceptance of all deliverables listed herein. 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 the 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 Contractor Project Manager is:

Ms. Mary Roush
LexisNexis Coplogic Solutions
MSP HQ
1st Floor
7150 Harris Drive
Dimondale, MI 48821
517-881-4142
Mary.Roush@lexisnexis.com

The designated Agency Program Manager is:

MC Lt. Steven Horwood
State Support Section
MSP HQ 1st Floor
7150 Harris Drive
Dimondale, MI 48821
517-240-5120
517-284-8127
horwoods@michigan.gov

The designated DTMB Program Manager is: N/A

AGENCY RESPONSIBILITIES:

Work with LexisNexis to ensure all work is correct and completely satisfied. Also answer all questions from LexisNexis in regards to work.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely due to COVID-19.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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



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

CONTRACT CHANGE NOTICE

Change Notice Number **20**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Coplogic Solutions Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Mary Roush
	517-881-4142
	mary.roush@lexisnexisrisk.com
	VS0091805

STATE	Program Manager	Various	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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 checked="" type="checkbox"/>	2 Years	September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,615,213.76	\$2,104,960.00	\$15,720,173.76		
DESCRIPTION				
Effective 9/1/2020, the parties extend the contract two years and add \$2,104,960.00 to coterminate the contract with the maintenance schedule and pricing previously negotiated in Contract Change Notice 7. The parties also agree to continue the software licensing and maintenance true-up and escrow pricing at the rates established in the Contract Change Notice 8. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement and State Administrative Board approval on 9/1/2020.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov



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 **19**

to

Contract Number **071B5500023**

CURRENT CONTRACTOR	LEXISNEXIS RISK SERVICES INC	NEW CONTRACTOR	LexisNexis Coplogic Solutions Inc.
	1000 Alderman Drive		1000 Alderman Drive
	Alpharetta, GA 30005		Alpharetta, GA 30005
	Tim Bingham		Mary Roush
	502-905-0251		517-881-4142
	timothy.bingham@lexisnexisrisk.com		mary.roush@lexisnexisrisk.com
	CV0060187		VS0091805

STATE CONTACTS			
Program Manager	Various	MSP	Contract Administrator
		Jarrod Barron	DTMB
		(517) 249-0406	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY			
ECRASH AND ECITATION			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (PRC)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,615,213.76	\$16,560.00	\$13,631,773.76		

DESCRIPTION
Effective 7/16/2020, the parties add \$16,560.00 for the training system development services detailed in the attached statement of work. The parties also agree to assign to contract to LexisNexis Coplogic Solutions, Inc. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov



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

Project Title: Develop Regional Academy Training System	Period of Coverage:
Requesting Department: Criminal Justice Information Center, eApplications Unit	Date: 6/22/20
Agency Project Manager: F/Lt. Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Gordon Mayes	Phone: 517-204-8026

BACKGROUND:

The State of Michigan consists of multiple regional academies that provide training for future officers of local law enforcement agencies. Training curriculum consists of Michigan Commission on Law Enforcement Standards (MCOLES) required elements, in car experiences, and academy defined elements. As a part of the in car experience, recruits write citations and crash reports on paper. Though the exercise reinforces terminology and information needed to complete each, the majority of recruits that take on full time positions will be required to perform these job functions electronically.

As more than 70% of Michigan law enforcement agencies utilize LexisNexis Coplogic Solutions' eCitation and eCrash systems, MCOLES has requested a training system be developed for use by the regional academies. The purpose is to provide an environment in which local police recruits can learn the system in advance of taking a full or part time position.

PROJECT OBJECTIVE:

MCOLES has requested LexisNexis Coplogic Solutions to develop a Regional Academy training system for the eCrash and eCitation modules. The new system will enforce consistency in training across the state and better prepare recruits by providing in car experiences that more closely align to future job functions. Features and functionality for the new system are outlined in more detail below.

SCOPE OF WORK:

LexisNexis Coplogic Solutions will develop a training system with full use of the eCrash and eCitation modules by configuring separate agency ORIs for each of the current regional police academies ([listed here](#)). Once the agencies have been created, LexisNexis Coplogic Solutions will create a standalone version of the software for each.

Additionally:

- Agencies will have access to the "Demo LEIN" NCIC client, which contains test scenarios provided by MCOLES. These scenarios will be the same for all agencies.
- LexisNexis Coplogic Solutions will add the capability to print a Crash Report from within the training system. Note: This functionality will not be available to any other Michigan State Police (MSP) or local agency.

- The standalone version will be configured to bypass the system's login screen.

Once the configuration and development work is complete, LexisNexis Coplogic Solutions will deliver the software via a method jointly agreed upon with MCOLES.

Assumptions

- No internet connection is required for any users of the training system.
- New crash or citation data entered into the training system will be saved only to that machine. It will not be submitted to any central repository for review / approval.
- The current production version will be delivered to MCOLES. No updates to the system will be made after the initial distribution.
- The new agencies will utilize existing MSP dropdown values. No updates to these dropdowns will be made after the initial distribution.

TASKS:

No DTMB technical support is required to assist with this project.

DELIVERABLES:

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

- Design Document that details the requirements / functionality of the Regional Academy Training system.
- Development of the Regional Academy Training system.

ACCEPTANCE CRITERIA:

Once the development of the Regional Academy Training system is completed, it will be made available for acceptance testing via a mutually agreeable method of transfer. The State will be responsible for reviewing the system for conformity to the requirements. Any non-conformities discovered will be fixed by LexisNexis Coplogic Solutions. Work will not be considered complete until the State accepts the system delivered.

Acceptance criteria for the deliverables include:

- A fully functioning eCrash module for each of the regional police academies, including the ability to print a crash report within the application
- A fully functioning eCitation module for each of the regional police academies, including the ability to print a citation within the application
- All LEIN test scenarios provided by MCOLES are available through the "Demo LEIN" NCIC client in the eCrash and eCitation modules

PROJECT CONTROL AND REPORTS:

Based on the existing contract, monthly reports were agreed to and are provided to MSP. The report contains accomplishments and identifies any work completed for which billing will be initiated.

SPECIFIC DEPARTMENT STANDARDS:

No specific standards have been identified as relevant to this statement of work.

PAYMENT SCHEDULE:

Payment will be made on Satisfactory Final Acceptance at conclusion of the contract. 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 the DTMB within forty-five (45) days after receipt of properly completed invoices.

LexisNexis Coplogic Solutions Proposal Cost:		
	Hours	Amount
Develop Regional Academy Training System	144	\$16,560.00

EXPENSES:

There will be no additional expenses accrued on this fixed price contract.

PROJECT CONTACTS:

The designated Contractor Project Manager is:

Mary Roush
LexisNexis Coplogic Solutions
Mobile: 517-881-4142
Mary.Roush@lexisnexisrisk.com

The designated Agency Program Manager is:

F/Lt. Alan J. Renz
Incident Section Commander
Criminal Justice Information Center
Michigan State Police
7150 Harris Drive
Dimondale, MI., 48821
Mobile: 517-648-5871
Fax: 517-241-1644
RenzA1@michigan.gov

The designated DTMB Program Manager is:

Gordon Mayes
Business Relationship Manager – MSP and DMVA
Dept. of Technology Management and Budget
7150 Harris Drive
Dimondale MI 48821
Mobile: 517-204-8026
Mayesg1@michigan.gov

AGENCY RESPONSIBILITIES:

- Provide LEIN test scenarios that will be loaded into the training system (same for each regional police academy).

- Conduct acceptance testing of the Regional Academy Training System.
- Provide initial training sessions to designated MCOLES representatives. A train-the-trainer approach will be taken.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff that support and maintain LexisNexis Copologic Solutions for MSP will continue to work out of locations across the United States.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

This is a fixed price contract, therefore hours and conditions do not apply.



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

CONTRACT CHANGE NOTICE

Change Notice Number **18**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	
	Contract Administrator	Jarrod Barron (517) 249-0406 barronj1@michigan.gov	DTMB

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,482,503.76	\$132,710.00	\$13,615,213.76		
DESCRIPTION				
Effective 3/31/2020, the parties add \$132,710.00 for the GAR Reports Project enhancement services detailed in the attached statement of work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov

Statement of Work – GAR Reports Project

I. Project Description:

This Statement of Work (“SOW”) is between the Michigan State Police, hereinafter referred to as the “MSP” and LexisNexis Coplogic Solutions Inc., hereinafter referred to as “LexisNexis.” This SOW is effective as of the date signed by the last party signing (“Effective Date”). State and LexisNexis are individually referred to as “Party” and collectively referred to as “Parties.”

MSP has requested that LexisNexis create the following type of reports for the Grant Activity Reporting (“GAR”) module utilizing data from the eAICS solution. These reports will be accessible from within the eAICS application. The usability, details, and output of the GAR reports will be outlined in the following items listed below.

II. Description and Scope of Services:

1. Search Criteria for the GAR Reports

LexisNexis will add new search criteria to the existing eAICS Reports and Analytics section that will allow the user to search for and return information back based on report type selected.

*Search Range <input checked="" type="checkbox"/> ORI <input type="checkbox"/> County <input type="checkbox"/> District <input type="checkbox"/> All	Details County <input type="text"/> City/Twp <input type="text"/> Institution <input type="text"/> Date Range <input type="text" value="06/17/2018"/> <input type="text" value="0000"/> to <input type="text" value="06/17/2019"/> <input type="text" value="2359"/> Agency ORI <input type="text" value="MI3300287"/> Incident Number <input type="text" value="-"/>
--	---

See **Appendix A** for the Reports Specific Search Criteria that lists the various reports and what additional search criteria will be added in addition to the current set of search criteria (as shown in the example above). The report specific search criteria will be shown dynamically based on the report selected by the user.

2. Byrne-Jag and HIDTA Reports

a. Canned Reports

LexisNexis will create two canned reports for the Byrne-Jag and the HIDTA reports. The data will be populated based on the date range selected for either of the reports. To see the details of the data fields and static layout of the Byrne-Jag report please see the following Appendices:

- See **Appendix B** for the Byrne-Jag Report
- See **Appendix C** for the HIDTA Report

Note that these two reports will be exportable only in PDF format.

3. Consolidate and Create GAR Specific Reports

LexisNexis will create new MSP consolidated reports within the eAICS application to capture the remaining data elements that were not contained in the original set from the MICJIN QA Portal. These reports will show the text description (Alphabetical) of the field and the associated value in tabular format. The following is a list of new reports that will be created:

1. Presentation
2. Chit Deposit
3. Forfeiture
4. Expenses
5. Inventory

6. Other Revenue
7. CIS-63C
8. CI reliability
9. Wiretaps
10. Damages
11. Other Activity Information

See **Appendix D** for the Reports Analysis that outlines the various reports, including the data elements they will contain and additional Search criteria.

4. Exporting of the Reports

LexisNexis will create the ability to export the reports listed above into Microsoft Excel format that can be downloaded from the eAICS application to the user's local PC.

III. Assumptions

The following assumptions have been made relative to the future delivery and implementation of the GAR Reports project. These assumptions have driven the decisions and mechanisms that will be used to create and render the GAR reports within eAICS. If at any time these assumptions are changed and/or amended, the process should be reviewed for any impact on the delivery of the required functionality.

1. The reports will be rendered in SSRM
2. Reports will be populated from the data available from eAICS. No additional data elements or manipulation of the data will be done as part of this project.

IV. Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the GAR Reports Project:

- Facilitate Design Sessions and a Design Mapping Document that details GAR Reports Project.
- Development of the GAR Reports for the MSP eApplications solution.

V. LexisNexis Proposal Cost:

GAR Reports Project

	Hours	
1. Byrne-Jag and HIDTA Reports (Option A)	220	\$25,300.00
2. GAR Specific Reports (11)	934	\$107,410.00
TOTAL		\$132,710.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

Appendix A

Report Specific Search Criteria

GAR Reports

Field Matrix Analysis

- HIDTA and Byrne-JAG reports use 39 of 213 fields from GAR as well as several fields from the eAICS Incident
- 62 of the remaining GAR fields are not needed, either because they are included on existing receipts or the information comes from the incident
- Up to 104 *additional* fields exist in GAR that should be in a report
- Some existing reports may need modification (esp arrest reports)

Reports

1. Presentation
2. Chit Deposit
3. Forfeiture
4. Expenses
5. Inventory
6. Other Revenue
7. CIS-63C
8. CI reliability
9. Wiretaps
10. Damages
11. Other Activity Information

New Reports

1. Presentation
 - a. Presentation Date
 - b. Presentation Name
 - c. Presentation Number of Hours
 - d. Presentation City/Twp
 - e. Presentation County
 - f. Presentation Attendees (optional, included in HIDTA report)
 - g. Presentation Type (optional, included in HIDTA report)
 - h. Filters:
 - i. Presentation Date
2. Chit Deposit
 - a. Date
 - b. Deposit Into Source
 - c. Amount
 - d. Notes
 - e. Filters:
 - i. Deposit into source
 - ii. Deposit Date
3. Forfeiture
 - a. Violation Status
 - b. Disposition Completion (?)
 - c. Received Value
 - d. ADM-27 #
 - e. Received by
 - f. Grow Lights
 - g. Notes
 - h. Product Of
 - i. Pending Appeal
 - j. Adoptive Seizure
 - k. Financial Institution
 - l. Date Deposit
 - m. Expense – Expense Type
 - n. Expense – Expense Date
 - o. Expense – Expense Amount
 - p. Expense – Expense Paid To
 - q. Expense – Expense Completed By
 - r. Expense – Expense Notes
 - s. Total Proceeds
 - t. (additional items from incident)
 - u. Filters:

- i. Violation Status
- ii. Product Of
- iii. Date Deposit (?) Date Seized (?)

4. Expenses

- a. On Behalf Of
- b. Officer 2
- c. Source Of Funds
- d. Expense Type
- e. Amount
- f. Object Code
- g. Itemization
- h. Receipt #
- i. Source #
- j. AgencyAutoNumber
- k. Explanation
- l. (additional items from incident)
- m. Filters:
 - i. Expense Date
 - ii. Expense Type
 - iii. Source number (?)

5. Inventory

- a. Serial Number
- b. Model Number
- c. Manufacturer
- d. Vendor
- e. Acquisition Date (?)
- f. Cost
- g. Condition
- h. Date Submitted (?)
- i. HIDTA Asset Tag #
- j. Out of Inventory
- k. Notes
- l. (additional items from incident)
 - i. Acquisition Date (?)
 - ii. Out of Inventory?

6. Other Revenue

- a. Forfeiture Sharing
- b. Restitution
- c. Other
- d. Received from Agency
- e. Amount
- f. Date Deposited

- g. ADM-27 #
 - h. Notes
 - i. Filters:
 - i. Date deposited
 - ii. Forfeiture sharing?
 - iii. Restitution?
 - iv. Other?
- 7. CIS-63C
 - a. CI Number
 - b. Date
 - c. Audit Number
 - d. On Behalf Of
 - e. Officer 2
 - f. Receipt #
 - g. Itemization
 - h. Amount
 - i. Filters:
 - i. CI Number
 - ii. Expense Date
 - iii. On Behalf Of
 - iv. Officer 2
- 8. CI Reliability
 - a. CI Number
 - b. Date
 - c. Action
 - d. Current Status
 - e. Control Officer
 - f. Witness
 - g. Notes
 - h. Filters:
 - i. CI Number
 - ii. Date
 - iii. Action
 - iv. Current Status
 - v. Control Officer (?)
- 9. Wiretaps
 - a. Phone Number
 - b. Start Date
 - c. # of days
 - d. End Date
 - e. Notes
 - f. Filters:

- i. Start Date

10. Damages

- a. Activity Date
- b. Damage Type
- c. Value
- d. Description
- e. Incident Number
- f. Filters:
 - i. Activity Date
 - ii. Damage Type

11. Other Activity Information

- a. Significant
- b. Surveillance
- c. Search Type
- d. Search Of
- e. Entry Type
- f. Entry Details
- g. Mask Worn
- h. Protective Services Called
- i. Protective Services Action
- j. Interdiction Type
- k. Number of Parcels
- l. Delivery
- m. Notes
- n. Filters:
 - i. Activity Date
 - ii. Significant
 - iii. Surveillance
 - iv. Search Type
 - v. Entry Type
 - vi. Interdiction Type

[Reports to update](#)

Appendix B
Example Byrne-Jag Report Format Layout

BYRNE JAG MULTIJURISDICTIONAL TASK FORCES QUARTERLY PROGRAM REPORT

AUTHORITY: 1935 PA 59, as amended; **COMPLIANCE:** Voluntary, however, grant funds will be withheld if not submitted on a quarterly basis

- Use this form to provide a **complete** description of all project activities during this quarterly reporting period.
- All Quarterly Program Reports (QPR) are fill-in enabled using Microsoft Word.
- Additional copies of the QPR can be obtained from the Michigan State Police (MSP), Grants and Community Services Division website at www.michigan.gov/cjgrants. To download these reports, click on "Byrne JAG & RSAT Grant Application and General Information" and then "Forms."
- **This QPR is due to the MSP no later than 20 days following the end of the quarterly report period.** Unless prior arrangements have been made with your grant advisor, the report is due on **January 20, April 20, July 20, and October 20.**
- Failure to submit the report by the due date will cause the MSP to withhold the release of funds.
- After completing each report, be sure to save it to your computer. You will be attaching the report to your account within the MSP's e-grant system (MAGIC+), for electronic submission.
- If you have any questions regarding this form, please contact the Grants and Community Services Division at (517) 373-2960.

I. General Information		
Grantee Name Michigan Department of State Police		MSP Project Number M.A.N.T.I.S
Project Title Monroe Area Narcotic Team & Investigative Services		
Project Start Date 10/01/16	Project End Date 9/30/2017	
Report Quarter <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input checked="" type="checkbox"/> 4th	Report Period Ending Date 09/30/2017	
Person Completing this Report (Name and Title) D/Lt. Marc Moore		
Telephone Number 734-240-2605	FAX Number 734-240-2865	Email Address moorem21@michigan.gov
II. Drug Trends		
Child Safety: Indicate the number of children present when search warrants and/or arrests were made during the quarter. Separate methamphetamine manufacture cases from other circumstances.	Number of Children	
	Drug	Meth Production
Children ages 0-4	6	0
Children ages 5-10	4	0
Children ages 11-16	0	0

II. Drug Trends (Continued)

Community Involvement/Crime Prevention:

Did the task force make any presentations, conduct trainings, or attend any community meetings this quarter? If so, fill in the information below.

Activity	Number of Events	Number of Attendees
Presentation(s)	3	90
Training(s)	0	0
Community Meeting(s)	1	12

III. Drug Activities

List the number of joint investigations that were initiated/concluded this quarter with federal, state, and local agencies. Also, list the number of federal and state arrests as a result of these investigations.

AGENCY NAME	Number of Investigations		Number of Federal/State Arrests	
	Initiated	Concluded	Arrests	Counts
DEA				
FBI				
ATF				
INS				
Customs				
U.S. Marshals Service				
IRS				
U.S. Coast Guard				
Michigan Attorney General				
Local Agency	2	2		
Other: MSP, DPD	2	2		

III. Drug Activities (Continued)											
Byrne JAG MJTF Progress Report											
Drug Type	Number of Arrests				Total Quantity Seized						
	Tier 1	Tier 2	Tier 3	Tier 4	Pounds	Ounces	Grams	Dosage Units	Plants	Other Describe	
Heroin	1						2.3				
Prescription Opiates		1						98			
Methamphetamine							11.4				
Cocaine	3		1				243.9				
Marijuana	3		1				163.5		238		
Prescription Stimulants							29				
Prescription Depressants											
Synthetic Drugs											
Other, Hallucinog							14.1			MDMA	
Other, Hallucinog							52			Psilocybin	

III. Drug Activities (Continued)

Cases Generated Categories	This Quarter
Number of Complaints Opened	27
Number of Complaints Closed	32

Search Warrant/Consent Search Categories	This Quarter
Search Warrants Requested	10
Search Warrants Executed	10
Consent Searches Requested	1
Consent Searches Executed	1

Methamphetamine	This Quarter
Number of Methamphetamine Labs Seized	0
Number of Assists of Methamphetamine Labs Seized	0
Number of Dump Sites Responded to	0
Number of Chemical/Glassware Sites Responded to	0

Firearm Seizures	This Quarter
Pistols	3
Shotguns and Rifles, Excluding Assault Rifles	3
Other Firearms	0

IV. Criminal Activities (Do Not Report Drug Arrests in this Section)

Gang Activity	Federal	State
Number of New Gang Investigations	0	0
Number of Gang Arrests	0	0
Number of Successful Prosecutions	0	0

Asset Forfeiture	This Quarter
Number of Asset Seizure Cases Initiated	7
Number of Asset Forfeiture Dispositions	5

V. Personnel Information

Sworn Personnel During this Quarter

Increased by: _____

☐ Remained the Same

Decreased by: 1

Total Grant-funded Personnel

0

List Departments and Position Title:

1-MSP (D/Lt.)

1-MSP (Sgt.)

1-MSP (D/Tpr.)

1-Monroe County Sheriff's Office (Dep.)

1-Monroe Police Department (Cpl.)

List Departments and Position Title:

Total Non-Grant-funded Personnel

5

Appendix C

Example HIDTA Report Format Layout



MICHIGAN HIDTA

28 West Adams, Suite 400
Detroit, MI 48226
313-967-4500



Task Force Quarterly Report

INSTRUCTIONS:

- Provide narrative description and statistical data which captures your Initiative's activities for the quarter.
- Failure to submit this report may result in delay or suspension of awarded funds.
- The completed Quarterly Report must be returned electronically to the Michigan HIDTA no later than 10 days following the close of the calendar quarter. Reports are due April 10, July 10, October 10, January 10.
- E-mail completed report to Michigan HIDTA PMP Coordinator Paula Coon at pcoon@mi.hidta.net with a cc to Deputy Director Craig Summers at csummers@mi.hidta.net
- Direct questions to PMP Coordinator Paula Coon at **313-967-4501**.
- All *statistical data* to be credited to your Initiative **MUST** be contained in the ***Statistical Section*** of this report, starting on Page 4. Information contained in the *Summary Narrative Section* of this report does NOT get transferred to the Statistical Section.
- Remember to **SAVE** your report frequently to prevent loss of data.

REPORTING PERSON'S CONTACT INFORMATION

Initiative/Task Force Name:	<input type="text" value="SELECT INITIATIVE NAME"/>	
Calendar Year:	<input type="text" value="SELECT YEAR"/>	Calendar Quarter: <input type="text" value="SELECT QUARTER"/>
Reporting Person's Name:	<input type="text"/>	
Reporting Person's Mailing Address:	<input type="text"/>	
Reporting Person's Telephone Number:	<input type="text"/>	
Reporting Person's FAX Number:	<input type="text"/>	
Reporting Person's E-mail Address:	<input type="text"/>	

NARRATIVE SUMMARY

Part 1

Provide a **BRIEF** description of **SIGNIFICANT** investigations, seizures, dismantlements, disruptions, case openings and closures. DO NOT report routine or minor investigations, seizures, arrests or activities.

Statistical information, drug and asset seizures, etc., you mention in this Narrative Summary **MUST** also be entered in the **Statistical Section** of this report in order to populate in your PMP Core Tables.

NARRATIVE SUMMARY

Part 2

In this section provide information regarding emerging drug trends, threats or significant changes in drug activity, significant meetings/presentations with school and/or community groups including topics discussed, and any changes in task force personnel or participating agencies.

STATISTICAL SECTION

Data provided in the following sections will be populated in your PMP Core Tables.

CLANDESTINE LABORATORY CASES

Lab Dump Sites Seized:

Chemical/Glassware Equipment Seized:

Children Affected:

Notes:

METH LABS DISMANTLED BY LAB SIZE

The Office of National Drug Control Policy Reauthorization Act of 2006 requires all law enforcement entities participating in the Michigan HIDTA to provide methamphetamine laboratory seizure data to the national clandestine laboratory database/National Seizure System at the El Paso Intelligence Center (EPIC).

Less Than 2 Ounces: 2 - 8 Ounces: 9 - 31 Ounces: 32 - 159 Ounces:

Notes:

SUPER LABS BY LAB SIZE

To enable entry of Super Lab Data, NSS number is required. Initiative must file Clan Lab Reporting Form #143 with EPIC. NSS Number is then issued.

160 - 320 Ounces: NSS Number:

Over 320 Ounces: NSS Number:

Notes:

OTHER CLANDESTINE LABS (Add a Lab)

Lab Type: **SELECT LAB TYPE** End Product:

Lab Capacity: 2 oz or Less: 3 - 9 oz. 10 - 31 oz. 32 - 159 oz. More than 10 lbs:

Notes:

You May Add Another Lab on Next Page

OTHER CLANDESTINE LABS (Add a Lab)

Lab Type: End Product:

Lab Capacity: 2 oz or Less: 3 - 9 oz. 10 - 31 oz. 32 - 159 oz. More than 10 lbs:

Notes:

NEW HIDTA CASES

HIDTA Initiative Cases Opened:

Notes:

CASE SUPPORT

Analytical Support (AS): Report only cases which comply with the definition of AS. Report only AS provided by an analyst embedded with your TF or DSEMIC/MIOC analyst. If AS is provided by an analyst seated at the HIDTA, do not report. Provide case # for every case which receives AS in NOTES box below. A case receiving AS can be reported **ONLY ONCE** each Calendar Year. The *customer* must complete a Customer Survey every time AS is reported. Return completed survey with quarterly report.

Cases Provided Analytical Support:

In Notes Box below, list Case Numbers which received Analytical Support and submit a Case Support Survey for each case with this report.

Notes:

FUGITIVES

See next page for clarification of reporting Fugitives vs. Arrests.

Total Fugitives Arrested:

Of Total Fugitives Arrested, Enter Number of Arrests Which Were Drug-Related:

Of Total Fugitives Arrested, Enter Number Which Resulted from DHE Activities:

Notes:

OTHER OUTPUTS

REPORTING OF MANDATORY OUTPUTS

Forensics, TSU and REDRUM

Continue to report Other Outputs from the pick list in the boxes below. Your Other Output information will be maintained internally at Michigan HIDTA but will not be reported in PMP.

All Other HIDTA Initiatives

Report **ONLY** the four Other Outputs **ARRESTS, CRIMINAL GROUPS, FIREARMS SEIZED** and **WIRETAPS**. This information is required for PMP.

ARRESTS vs. FUGITIVE

Do not double count **Arrests/Fugitives**. Count each apprehension as **either** an *Arrest* or *Fugitive*.

Report ARRESTS in Other Output box below. Arrest refers to the taking into custody of a person for the purpose of holding them to answer a criminal charge.

Report "**Total Fugitives Arrested**" on previous Page 5. A fugitive is any individual for whom a warrant for arrest has been issued; who has escaped custody of federal, state, or local law enforcement or correctional authorities; for whom a warrant for arrest, or equivalent document, has been issued by a foreign government; or who has escaped custody of foreign law enforcement or correctional authorities, and for whom the United States has received a request for assistance in locating or apprehending.

WIRETAPS

A wiretap is a form of electronic monitoring where a federal or state court order authorized law enforcement to surreptitiously listen to phone calls or intercept wireless electronic text messages or video communications. Report only the number of lines (telephone numbers) for which a court order authorized eavesdropping. Do not report an extension of a court order for the same telephone line (Number) unless the extension is spanning the calendar year being reported. Dialed number recorders (Pen Registers) are not considered a wiretap for PMP reporting purposes.

Firearm	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>
Criminal Group or Organization	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>
	Other Output:	<input type="text"/>	Total:	<input type="text"/>

Notes:

<div></div>

ASSET SEIZURES

IMPORTANT: If an asset seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is \$8,000; \$4,000 claimed by BAYANET and \$4,000 by FANG.*

Comments = Provide item specifics like 2013 Ford Focus, Playstation, PC computer, etc.

CASE NUMBER	CASH OR OTHER	DATE SEIZED	\$ VALUE	DTO	COMMENTS (Provide Item Specifics)

ASSET SEIZURES

IMPORTANT: If an asset seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is \$8,000; \$4,000 claimed by BAYANET and \$4,000 by FANG.*

Comments = Provide item specifics like 2013 Ford Focus, Playstation, PC computer, etc.

CASE NUMBER	CASH OR OTHER	DATE SEIZED	\$ VALUE	DTO	COMMENTS (Provide Item Specifics)

ASSET SEIZURES

IMPORTANT: If an asset seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is \$8,000; \$4,000 claimed by BAYANET and \$4,000 by FANG.*

Comments = Provide item specifics like 2013 Ford Focus, Playstation, PC computer, etc.

CASE NUMBER	CASH OR OTHER	DATE SEIZED	\$ VALUE	DTO	COMMENTS (Provide Item Specifics)

ASSET SEIZURES

IMPORTANT: If an asset seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is \$8,000; \$4,000 claimed by BAYANET and \$4,000 by FANG.*

Comments = Provide item specifics like 2013 Ford Focus, Playstation, PC computer, etc.

CASE NUMBER	CASH OR OTHER	DATE SEIZED	\$ VALUE	DTO	COMMENTS (Provide Item Specifics)

ASSET SEIZURES

IMPORTANT: If an asset seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is \$8,000; \$4,000 claimed by BAYANET and \$4,000 by FANG.*

Comments = Provide item specifics like 2013 Ford Focus, Playstation, PC computer, etc.

CASE NUMBER	CASH OR OTHER	DATE SEIZED	\$ VALUE	DTO	COMMENTS (Provide Item Specifics)

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

[illegible]

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS

DRUG SEIZURES

IMPORTANT: If a drug seizure is made jointly with another HIDTA Task Force, one Task Force may claim the entire seizure on their Quarterly Report, or the claim for the seizure may be split among two or more HIDTA Task Forces. If the seizure claim is split, each Task Force must indicate in the **Comments** section below, specifically how the seizure claim is being split, including identifying the other Task Force(s). *Example: Total seizure is 100 g of Heroin; 75 g claimed by BAYANET and 25 g claimed by FANG.*

Marijuana: Must specify type in "Drug Name" field (Marijuana, Edibles, Plants-Indoors, Plants-Outdoors, BC Bud or Medical)

County = County in which drug was seized.

CASE NUMBER	DRUG NAME	DATE SEIZED	COUNTY	QUANTITY	DRUG UNIT	DTO	COMMENTS



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

CONTRACT CHANGE NOTICE

Change Notice Number **17**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,458,928.76	\$23,575.00	\$13,482,503.76		
DESCRIPTION				
Effective 2/27/2020, the parties add \$23,575.00 for the MC Officer Road Patrol Activity Type enhancement services in the attached statement of work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov

February 5, 2020

Capt. Michael A. Krumm

Commercial Vehicle Enforcement Division
Michigan State Police
7150 Harris Drive
Dimondale, MI 48821
517-243-3309

RE: Statement of Work – MC Officer Road Patrol Activity Type

I. Project Description:

This Statement of Work ("SOW") is between the Michigan State Police, hereinafter referred to as the "MSP" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "LexisNexis." This SOW is effective as of the date signed by the last party signing ("Effective Date"). State and LexisNexis are individually referred to as "Party" and collectively referred to as "Parties."

MSP has requested that LexisNexis make the following enhancements to the existing CVED eDaily Solution per the details outlined in the description and scope of services section below.

If these items change at any time before or during the project, the scope of effort and cost associated with delivering this project may or may not change.

II. Description and Scope of Services:

MSP has requested that an activity type of MC Officer Road Patrol be added for selection within the CVED eDaily solution. The new activity type will have the characteristics defined below.

Activity Specifications

This is a stand-alone activity that will:

- Only be available to users with a rank of "MC Officer"
- Not have a "Convert to ORIG" option
- Not have a "MCSAP eligible" option
- Not be available as a Secondary activity

Valid Assignments

Activity appears if assignment equals:

- CVE Patrol - YES
- Investigator - YES
- Junior - No
- Non-Uniformed Personnel - No
- Out of Service - No
- Supervisor - No

- Weigh Station - YES

Financial Requirements

Time for this activity will be included in the 700 Special Project Code.

Activity Header

This new activity will replicate the 'Activity Header' of MCSRP- MC Supervisor Road Patrol and the current functionality. The rectangle box (red) in the image below indicates fields that must be available for entry.

The screenshot shows the 'MCSRP - MC SUPERVISOR ROAD PATROL' form. A red rectangle highlights the following fields: Activity time (11/20/2019 07:05), Clear time (11/20/2019 07:30), County (33 - INGHAM), City/Twp. (15 - WHITE OAK TWP), Address (M-52), and At or Near. The Notes tab is selected, showing the text 'PATROLLING M-52 NORTHBOUND.' The form has 'Save' and 'Cancel' buttons at the bottom.

Field Name	Field Behavior
Activity Date	<ul style="list-style-type: none"> • Field is required to create activity. • Default to current date.
Activity Time	<ul style="list-style-type: none"> • Field is required to create activity.
Clear Date	<ul style="list-style-type: none"> • Field is required for submission. • Default to current date.
Clear Time	<ul style="list-style-type: none"> • Field is required for submission.
County	<ul style="list-style-type: none"> • Field is not required to create activity. • Values are the same as those for Trooper.
City/Twp.	<ul style="list-style-type: none"> • Field is not required to create activity. • Values are the same as those for Trooper. • List will filter based on County selected.
Address	<ul style="list-style-type: none"> • Field is optional.
At or Near	<ul style="list-style-type: none"> • Field is optional.

Tabs

This activity only needs a Notes tab which should function like the MCSRP-MC Supervisor Road Patrol activity. This field must be free text and not required. The entry length should be limited to 100 characters and pre-populated with the term, "**Patrol**" – include a "space" after the letter "l" in Patrol.

No new tabs will be required.

eDaily Report

When the new activity is displayed on the eDaily report (Preview in LN Client and PDF in Admin Portal), use the following to populate the columns.

Patrol (PTRL)

Column	Source
Code	n/a
Location	n/a
Description	[Notes] Example: THESE ARE THE COMMENTS ASSOCIATED WITH THIS ACTIVITY

III. Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the CVED eDaily System Proposal:

- Facilitate Design Sessions (as needed) and generate a Design Document that details the functionality of the CVED eDaily system.
- Development of the CVED system capability within the existing CVED eDaily application.

IV. LexisNexis Proposal Cost:

	Hours	Amount
Project Cost – MC Officer Road Patrol Activity Type	205	\$23,575.00
TOTAL		\$23,575.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.



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

CONTRACT CHANGE NOTICE

Change Notice Number **16**
 to
 Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,394,528.76	\$64,400.00	\$13,458,928.76		
DESCRIPTION				
Effective 1/24/2020, the parties add \$64,400.00 for the Basic Activity Search for eDaily CVED Module enhancement services in the attached statement of work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Alan Renz	517-648-5871	RenzA1@michigan.gov

January 6, 2020

Capt. Michael A. Krumm

Commercial Vehicle Enforcement Division
Michigan State Police
7150 Harris Drive
Dimondale, MI 48821
517-243-3309

RE: Statement of Work – Basic Activity Search for eDaily CVED Module

Project Description:

This Statement of Work ("SOW") is between Michigan State Police, hereinafter referred to as the "MSP" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "LexisNexis." This SOW is effective as of the date signed by the last party signing ("Effective Date").

MSP has requested LexisNexis to integrate the Basic Activity Search solution into the Admin Portal and the LexisNexis Local Client using data from the eDaily CVED module. As part of this effort, LexisNexis will integrate the ability for authorized users to create and run custom searches based on approved fields from the eDaily CVED module. The Basic Activity Search features and functionality are outlined in more detail below.

Description and Scope of Services:

Base Option

1. Authorized Access

LexisNexis will create a new CVED user group that allows authorized users to perform advanced searches via Basic Activity Search enhancement. This new group will be granted through the existing Admin Portal to individual users.

2. Advanced Search – Landing Page

LexisNexis will enhance both the existing Admin Portal and the LexisNexis Local Client and create a new section links to show the Advanced Search option when appropriate permissions are set.

Admin Portal In Progress

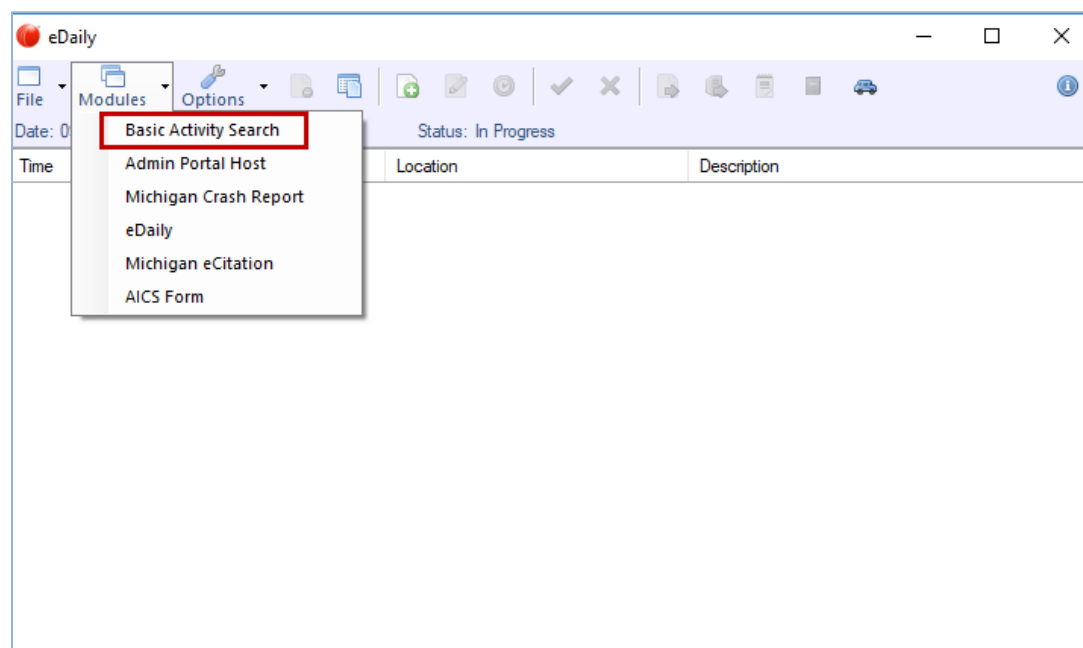
Use this page to view dailies that are in progress.

Refresh/Viewed Records

Check here to open items in a new window

Agency	Daily	Rank	Officer	Badge	Status	Supervisor Message
MI3300568	5/13/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	5/3/2019	Civilian	GAUTAM, PURINDA	267191	InProgress	
MI3300568	5/2/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	4/22/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	4/19/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	4/19/2019	Sergeant	SWIBETLAND, JAY	192	InProgress	
MI3300568	4/18/2019	Sergeant	JANZER, MIRANDA	1	InProgress	
MI3300568	4/17/2019	Analyst	KLINE, PHYLENA	439738	InProgress	0.4 ms
MI3300568	4/15/2019	Trooper	Schneider, Marilyn	001	InProgress	0.4 ms
MI3300568	4/11/2019	Analyst	KLINE, PHYLENA	439738	InProgress	0.5 ms
MI3300568	4/11/2019	Sergeant	JANZER, MIRANDA	1	InProgress	0.4 ms
MI3300568	4/10/2019	Analyst	Humes, Doug		InProgress	0.5 ms
MI3300568	4/9/2019	Sergeant	JANZER, MIRANDA	1	InProgress	0.6 ms
MI3300568	4/8/2019	Trooper	Schneider, Marilyn	001	InProgress	0.4 ms
MI3300568	4/5/2019	Sergeant	SWIBETLAND, JAY	192	InProgress	0.5 ms
MI3300568	4/2/2019	Analyst	JANZER, MIRANDA		InProgress	0.7 ms
MI3300568	3/26/2019	Analyst	JANZER, MIRANDA		InProgress	0.6 ms
MI3300568	3/26/2019	MC Supervisor	TURLAPATI, RADHA	267712	InProgress	0.4 ms
MI3300568	3/25/2019	Analyst	JANZER, MIRANDA		InProgress	128.3 ms

Example: Link to Basic Activity Search in the Admin Portal



Example: Link to Basic Activity Search in the LexisNexis Local Client

3. Basic Functions – Clear Search, Load Search, Save Search, Save Search As, Run

LexisNexis will provide left hand navigation of the basic functions for the following items: Clear Search, Load Search, Save Search, Save Search As, and Run.

The following is a brief description of the basic functions.

- **Clear Search** resets the Conditions window to the original default setting. IF a previous Search was executed and a Data Set is currently displayed, Clear Search will reset the Data Set.
- **Load Search** displays the Saved sub-screen, which lists all user's Saved Searches. Saved Searches are deleted and loaded from this sub-screen. Saved Searches are specific to each individual user and may not be shared. IF a Saved Search is selected and Load Search is clicked, THEN Conditions, Groups, and Operators will populate the Conditions screen. The user MUST then click Run.

- **Save Search** displays the Save Search sub-screen. This feature is used to save the Search presently in the Conditions sub-section. Simply give the Search a name and click Save Search.

Query is the primary mechanism of a Search Function. It specifies the information to be retrieved. Queries are comprised of Conditions, Groups of Conditions, and Operators.

1. Condition is the general component of a Query.
 - a. Queries are divided into rows and each row is a Condition.
 - b. A Query requires one or more Conditions.
 - c. All Conditions have three basic components (Source, Limit, and Value). These components join together to form a statement.
 - a. Source specifies the location where information is kept. It drills down from Report Type, to Category, to Sub-category (if applicable), and finally to the specific Field. Example: Incident – Property - Vehicle - Color
 - b. Limit restricts information. Limit may also be referred to as a condition, operator, filter, or “Where statement.” Examples: Is Equal To, Is not equal to, Is in List, Contains, Between, Starts With, etc.
 - c. Value is the actual restriction. Example: Vehicle Color Red, Last Name Smith, Street Name Main, or Vehicle Make Ford.
 - d. Condition Examples:
 - a. Vehicle Make / is equal to / Ford
 - b. Incident Date / is between / 9/1/2016 and 9/9/16
 - c. Person Name / contains / Rob
 - e. A Limit always requires at least one Value. However, Values are sometimes automated. The Value still exists; it simply does not require manual entry. For example, Incident Date within this month does not require manual entry of a Value because the system knows what month it is.
2. Group refers to multiple conditions joined together by a common Operator. An Operator change is the most common reason for adding a Group rather than adding another Condition. Different Groups are always joined by AND.
 - a. A Simple Query only has one Group.
 - b. A Complex Query has two or more Groups.

3. Operator modifies and joins Conditions.
 - a. There are four basic types of Operators:
 - a. IS AND
 - b. IS OR
 - c. IS NOT AND
 - d. IS NOT OR.

4. The Advanced Search use all four Operators but will default to IS AND. Changes to the Operator are made in the Header Row.

- **Run** launches the Search presently displayed in the Conditions sub-section.

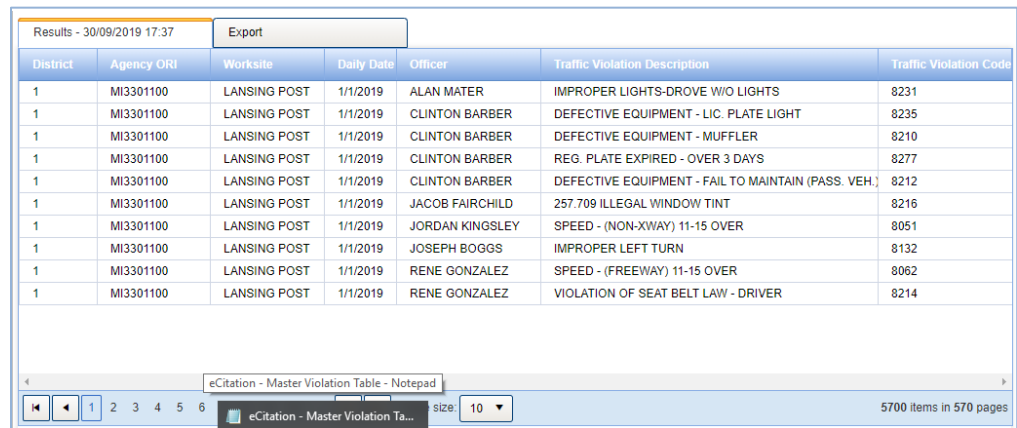
4. Result Sections

The results will be returned from the custom Search and displayed in the following Result Sections. The Result Sections displays the Data Set in a tabular format with two tabs, Results and Export.

I. Results Tab

This is where the details of the data set are returned. The Results Tab displays Information in a spreadsheet format with Columns and Rows.

- Columns represent fields. Field names are listed in the header row. Specific columns may or may not apply to a particular search and may be blank.
- Each row contains field values for a specific Search or Individual. Users may need to scroll right to see all columns.



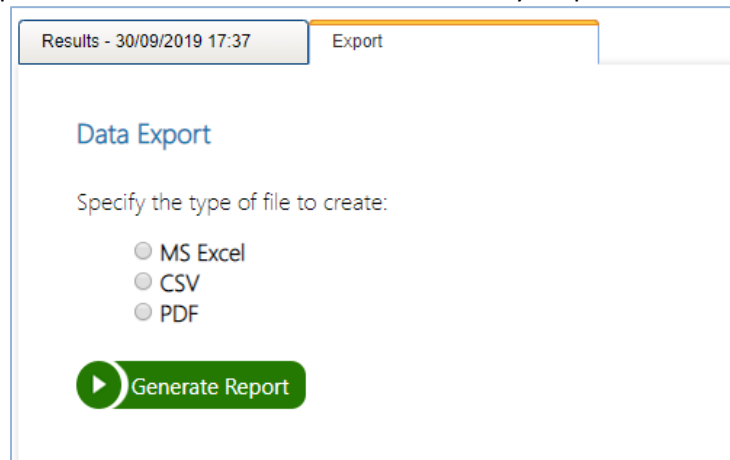
District	Agency ORI	Worksite	Daily Date	Officer	Traffic Violation Description	Traffic Violation Code
1	MI3301100	LANSING POST	1/1/2019	ALAN MATER	IMPROPER LIGHTS-DROVE W/O LIGHTS	8231
1	MI3301100	LANSING POST	1/1/2019	CLINTON BARBER	DEFECTIVE EQUIPMENT - LIC. PLATE LIGHT	8235
1	MI3301100	LANSING POST	1/1/2019	CLINTON BARBER	DEFECTIVE EQUIPMENT - MUFFLER	8210
1	MI3301100	LANSING POST	1/1/2019	CLINTON BARBER	REG. PLATE EXPIRED - OVER 3 DAYS	8277
1	MI3301100	LANSING POST	1/1/2019	CLINTON BARBER	DEFECTIVE EQUIPMENT - FAIL TO MAINTAIN (PASS. VEH.)	8212
1	MI3301100	LANSING POST	1/1/2019	JACOB FAIRCHILD	257.709 ILLEGAL WINDOW TINT	8216
1	MI3301100	LANSING POST	1/1/2019	JORDAN KINGSLEY	SPEED - (NON-XWAY) 11-15 OVER	8051
1	MI3301100	LANSING POST	1/1/2019	JOSEPH BOGGS	IMPROPER LEFT TURN	8132
1	MI3301100	LANSING POST	1/1/2019	RENE GONZALEZ	SPEED - (FREEWAY) 11-15 OVER	8062
1	MI3301100	LANSING POST	1/1/2019	RENE GONZALEZ	VIOLATION OF SEAT BELT LAW - DRIVER	8214

II. Export Tab

The Export Tab is used to export the Data Set. There are three supported extract format options.

- MS Excel
- CSV
- PDF

Export cannot limit the Data Set and will always export the entire Data Set.



Results - 30/09/2019 17:37

Export

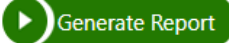
Data Export

Specify the type of file to create:

☐ MS Excel

☐ CSV

☐ PDF

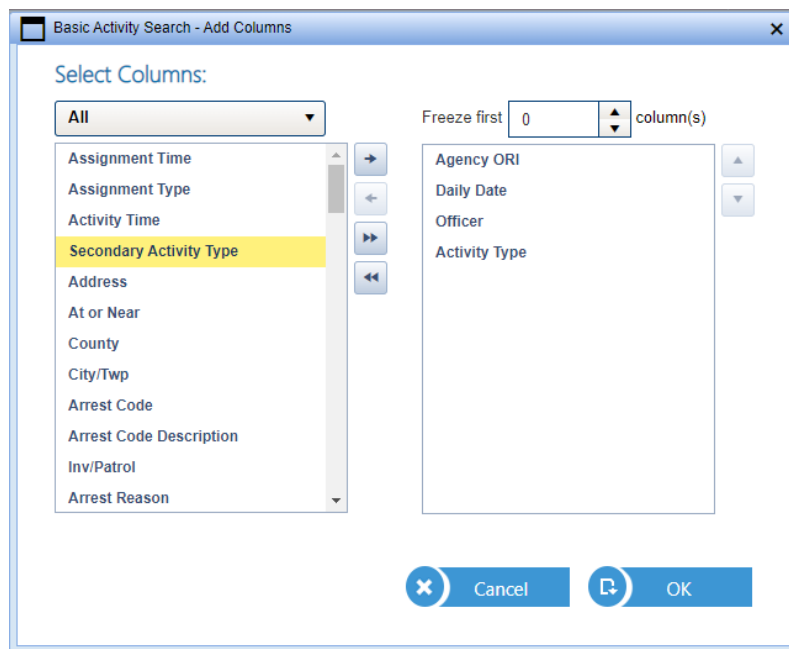


5. Mapping of the eDaily CVED data elements to the XML Model.

LexisNexis will work with MSP to map the data elements from eDaily CVED module to the Basic Activity Search solution. In addition to the mapping of the data elements, LexisNexis will apply advanced business rule logic to narrow down and/or filter results as possible.

6. Manage Output Values

Output Functions allow the user to limit the fields that display in the *Results Tab*. This is done by moving options from the Available Column to the Selected Column. Then click OK.



7. Shared Searches Section

LexisNexis will create a new section within the Admin Portal under Advanced Search for SHARED Searches, where authorized users can access and run shared searches that the CVED group creates and publishes. Only the CVED group will have the ability to create, edit, delete and publish searches based on field usage.

8. Canned Reports (Template Based Reports)

LexisNexis will create a new menu option within the Admin Portal under Advanced Search for canned Reports. The Report Result Layout would be static in look and would be based from data available within eDaily CVED data tables. Below is an example of a canned report creation screen. Common sets of search criteria (i.e. Agency, Officer Name, Start / End Date) will produce a data set into a pre-determined (static) form. The authorized user can then generate the reports in predefined formats.

Activity - Reports

Activity Reporting

Agency
STATE POLICE, POST 12

Officer:
None selected

Activity Start Date
05/12/2019

Activity End Date
05/14/2019

Search

Summary
Officer Details
Canned Reports

Generate Report

Select Report:

- ☒ Activity Report (Form 1A)
- ☐ Post Totals for Period (Form 6A)
- ☐ Overtime Worked by Unit (Form 8A)
- ☐ Daily Summary of Hours Worked (Form 10B)
- ☐ Workzone Daily Trooper Activity

Generate Report

The following reports have been identified by CVED as possible canned reports within the Basic Activity Search. Samples included in [Appendix A](#).

- Unapproved Dailies Report:** Shows officer dailies that are NOT in approved (Completed) status for a given date range and district(s). This report would be used to ensure that dailies in the system are properly approved.
- 40 Hours per Week Report:** Shows “Regular hours” (non-overtime or comp earned hours) worked for the week by officer, district, and date range. Weeks that do not total 40 hours are highlighted in a different font color. This report would be used to ensure that dailies are in the system for all days worked.
 - “Regular” hours would include:
 - ADM1 – Administrative 1st Shift
 - ANLV – Annual Leave
 - BLTU – Bank Leave Time
 - CMPU – Comp Used
 - FMLA – Family Medical Leave
 - FMSL – FMLA Sick
 - HOL1 – Holiday
 - JUR1 – Jury Duty
 - NPML – Nonpaid Military
 - SKLV – Sick Leave
 - UN01 – Union Activity
 - REG1 (Day) – 1st Shift Regular

- n. REG2 (Afternoon) – 2nd Shift Regular
 - o. REG3 (Midnight) – 3rd Shift Regular
 - p. There will be additional codes to add once LN completes the pending eDaily CVED enhancements (e.g., School Leave as an example).
3. **Special Project Report:** Shows a detailed Special Project used list (including status) for selected special project(s), date range, and district(s). The data in this report would be reconciled to SIGMA payroll.
 4. **Payroll Audit Report:** Shows the Hour Types from each officer daily grouped by work week for a given date range and district(s). The data in this report would be reconciled to SIGMA payroll.
 5. **Cost Allocation Report:** Provides the budget code hours by district for a date range. The data in this report is used to allocate motor carrier expenditures to various funding sources.
 6. **Truck Safety Grant Report:** Quarterly report identifying the results of the STET operations. Data used to plan future operations.
 7. **Data Extraction Report:** Report run on demand that includes raw data for Assignment Minutes, All Activities, Daily Hour Type, Citation Summary, Vehicle Weight, and Special Permit Inspection. This data will be used by the CVED team to generate other summary reports.

Cost:

Basic Activity Search Solution

	Hours	Amount
eDaily CVED Basic Activity Search	200	\$23,000.00
CVED Canned Reports (7)	360	\$41,400.00
TOTAL Options		\$64,400.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within forty-five (45) days from the invoice date.

Appendix A

Sample Reports (listed below, shown on pages that follow)

Accounting Reports

- Sample Unapproved Dailies Report
- Sample 40 Hours Per Week Report
- Sample Special Project Report
- Sample Payroll Audit Report

Division Reports

- Sample Truck Safety Grant Third Quarter Report
- Sample SP Hours Report

Data Extraction Report

- CVED eDaily Query



TRAFFIC SAFETY DIVISION
District - All Daily Hours Worked, Status (Unapproved)
10/1/18 to 10/31/18

9/14/19
10:22 am

*Unapproved
Dailies Report*

District	Worksite	ID	Officer Name	Date	Hours	Status	Supervisor
1		1068091	Lyden, Clifford L				
	120			10/1/18	10.00	Submitted	Bracco, George A
2		1112291	Kirk, Brian J				
	210			10/1/18	8.00	Submitted	Horwood, Steven S
	210			10/2/18	8.00	Submitted	Horwood, Steven S
	210			10/3/18	8.00	Submitted	Horwood, Steven S
	210			10/4/18	8.00	Submitted	Horwood, Steven S
	210			10/5/18	8.00	Submitted	Horwood, Steven S
2		1068094	Lopez-Patterson, Lucia O				
	210			10/1/18	8.00	Submitted	Phipps, Charles M
	210			10/2/18	8.00	Submitted	Phipps, Charles M
	210			10/4/18	8.00	Submitted	Phipps, Charles M
	210			10/5/18	8.00	Submitted	Phipps, Charles M
	210			10/8/18	8.00	Submitted	Phipps, Charles M
	210			10/9/18	8.00	Submitted	Phipps, Charles M
	210			10/10/18	8.00	Submitted	Phipps, Charles M
	210			10/11/18	8.00	Submitted	Phipps, Charles M
	210			10/12/18	8.00	Submitted	Phipps, Charles M
2		1066732	Willett, David S				
	210			10/2/18	8.00	Submitted	Phipps, Charles M
	210			10/3/18	8.00	Submitted	Phipps, Charles M
	210			10/4/18	8.00	Submitted	Phipps, Charles M
	210			10/5/18	8.00	Submitted	Phipps, Charles M
	210			10/6/18	8.00	Submitted	Phipps, Charles M
2		1107482	Wilson, Ryan C				
	200			10/4/18	8.00	Submitted	Horwood, Steven S
	200			10/5/18	8.00	Submitted	Horwood, Steven S
3		0178108	Clark, William L				
	310			10/1/18	8.00	Submitted	Frost, Ryan S
7		1084812	Roll, Joshua W				
	710			10/1/18	2.00	Submitted	Richardson, Paul J
	710			10/3/18	10.00	Submitted	Richardson, Paul J
	710			10/4/18	10.00	Submitted	Richardson, Paul J
	710			10/5/18	10.00	Submitted	Richardson, Paul J



TRAFFIC SAFETY DIVISION
Weekly Hours Worked - District 1, 2, 3, 5, 6, 7,
8, HQ
(Excludes Overtime & Comp Earned)
Approved Dailies
8/26/18 to 9/15/18

9/14/19
10:26 am

*40 Hours per
Week Report*

District	ID	Officer Name	Week Begin Date	Hours Worked
1	1124988	Anderson, Robert J	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0447922	Azelton, Richard G	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0447867	Black, Brett A	8/26/18	46.00
			9/2/18	40.00
			9/9/18	40.00
				126.00
1	1118077	Blakemore, Daniel C	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0181244	Blankenship, Steven J	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0172003	Bracco, George A	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	1137526	Brooks, Jesica K	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	0179337	Brown, Mark R	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				120.00
1	1084783	Burger, Matthew R	8/26/18	40.00
			9/2/18	40.00
			9/9/18	40.00
				40.00



TRAFFIC SAFETY DIVISION
Special Project(s) Hours & Miles - District 1, 2, 3, 5, 6,
7, 8

9/14/19

10:19 am

ADD: Jr. Column

10/1/17 to 12/31/17

Special Project
Report

Project	District	Worksite	A?	Officer	Date	Miles	Reg. Hrs	O.T. Hrs	Total Hrs	
044 New Entrant Program										
	1									
		140	Y	1068088	Fisher, Kurt M	11/2/17		1	0.00	0.50
		140	Y	1068088	Fisher, Kurt M	11/13/17		2	0.00	1.50
		100	Y	0653997	Recollet, Eli A	12/1/17		0	0.00	0.33
		100	Y	0653997	Recollet, Eli A	12/8/17		2	0.00	1.50
		100	Y	0653997	Recollet, Eli A	12/19/17	30	8	0.00	8.00
						30	12	0.00	11.83	
	2									
		210	Y	1068094	Lopez-Patterson, Lucia O	10/31/17	86	8	0.00	8.00
		210	Y	1068094	Lopez-Patterson, Lucia O	11/21/17	17	2	0.00	1.50
		210	Y	1068094	Lopez-Patterson, Lucia O	11/30/17		1	0.00	1.08
		210	Y	1068094	Lopez-Patterson, Lucia O	12/11/17	48	3	0.00	2.50
						151	13	0.00	13.08	
	3									
		310	Y	0178108	Clark, William L	11/13/17		2	0.00	1.67
		310	Y	0178108	Clark, William L	12/5/17		1	0.00	0.67
							2	0.00	2.33	
	6									
		640	Y	0118405	Linebaugh, Marcia M	10/26/17		1	0.00	1.00
		640	Y	0118405	Linebaugh, Marcia M	11/7/17	38	8	0.00	8.00
		640	Y	0118405	Linebaugh, Marcia M	11/8/17	59	6	0.00	5.58
		640	Y	0118405	Linebaugh, Marcia M	11/28/17	300	8	0.00	8.00
		640	Y	0118405	Linebaugh, Marcia M	11/29/17	13	5	0.00	4.50
		640	Y	0118405	Linebaugh, Marcia M	12/19/17		1	0.00	1.00
						410	28	0.00	28.08	
	7									
		700	Y	0447998	Archer, Hugh P	10/30/17		1	0.00	0.50
		700	Y	0447998	Archer, Hugh P	10/31/17	185	10	0.00	10.00
		700	Y	0447998	Archer, Hugh P	11/2/17		1	0.00	0.75
		700	Y	0447998	Archer, Hugh P	11/7/17		3	0.00	3.00

Weekly Hours Worked
8/26/18 to 10/6/18

*Payroll Audit
Report*

9/14/19
10:30 am

1084770

Aho, Blake S

	SHIFT	REG	REG OT	S/D	S/D OT	ANUAL	SICK	UNION	COMPU	COMPE	OTHER	TOTAL
8/26/18												
8/27/18	2	8.50					1.50					10.00
8/28/18	2	10.00										10.00
8/29/18	2	10.00										10.00
8/30/18	2	10.00	3.00									13.00
Total:		38.50	3.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	43.00
												Core Hours: 40.00
9/2/18												
9/3/18	2					2.00					8.00	10.00
9/4/18	2	8.00					2.00					10.00
9/5/18	2	10.00										10.00
9/6/18	2	10.00										10.00
Total:		28.00	0.00	0.00	0.00	2.00	2.00	0.00	0.00	0.00	8.00	40.00
												Core Hours: 40.00
9/9/18												
9/10/18	2	10.00										10.00
9/11/18	2	10.00										10.00
9/12/18	2	10.00										10.00
9/13/18	2	10.00										10.00
Total:		40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00
												Core Hours: 40.00
9/16/18												
9/17/18	2	10.00										10.00
9/18/18	2	10.00										10.00
9/19/18	2	8.00				2.00						10.00
9/20/18	2	7.00					3.00					10.00
Total:		35.00	0.00	0.00	0.00	2.00	3.00	0.00	0.00	0.00	0.00	40.00
												Core Hours: 40.00
9/23/18												
9/23/18	3			10.00								10.00
9/24/18	3			10.00								10.00
9/25/18	3			10.00								10.00
9/26/18	2	10.00										10.00
Total:		10.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00
												Core Hours: 40.00
Grand Totals:		151.50	3.00	30.00	0.00	4.00	6.50	0.00	0.00	0.00	8.00	203.00

ADD: Report Grand Total

Total Core Hours During This Period: 200.00

**Michigan State Police
Commercial Vehicle Enforcement Division
FY 2019 Truck Safety Grant – Third Quarter Report**

ENFORCEMENT

Goal 1: Reduce commercial motor vehicle (CMV) involved fatal crashes from 75 (13.3%) as reported by the Traffic Crash Reporting System for the first three quarters of FY18 to 9.4% as identified in the Commercial Vehicle Enforcement Division (CVED) Strategic Plan by September 30, 2019.

Activity: The CVED will dedicate approximately 13,500 hours, divided among all districts to conduct STET operations, as mandated by MCL 247.675(4)(c), for the purposes of reducing CMV-related crashes and fatalities. These operations will focus on unsafe driving behaviors and defective equipment violations.

Toward Zero Deaths: The CVED will utilize an additional 750 hours of overtime for patrol and enforcement activities. This will occur during peak times, locations when and where CMV-related crashes occur, and other periods of peak traffic density, such as summer and holiday weekends. These patrols will occur in areas identified by each district's safety plan.

First - Fourth Quarters: The CVED will submit quarterly reports identifying the results of the STET operations and use the data to plan future operations. See the STET Activity Table in this report for quarterly activity and hours used.

Progress Report

STET Activity – 10/1/2018 thru 6/30/2019

ACTIVITY	4/1 – 6/30 TSF	FY19 TSF YTD	FY18 TSF YTD	4/1 – 6/30 TZD	FY19 TZD YTD	FY18 TZD YTD
Stops	2,653	5,628	6,075	224	346	566
Inspections	1,914	4,088	4,122	161	253	399
Verbal Warnings	1,664	3,549	3,457	122	181	321
Citations	1,362	2,832	2,945	128	196	282
TOTAL HOURS	4,489	9,539	8,964	254	398	631

CMV-Related Fatal Crashes – FY 2019 Third Quarter

CMV INVOLVED CRASHES	3rd QTR	FY19 YTD	FY18 YTD	PERCENT FY19 YTD	PERCENT FY18 YTD
Fatal Crashes	20	64	77	11.2%	12.4%
Total Crashes	3,048	10,711	11,657	4.5%	4.6%

Goal 2: Enhance CMV enforcement efforts by partially funding the hiring and training of approximately 15 new motor carrier officer recruits by September 30, 2019.

Activity: The CVED will endeavor to recruit, train, and graduate approximately 15 probationary motor carrier officers by September 30, 2019.

First - Fourth Quarters: The CVED will submit quarterly reports identifying the status of 24th Motor Carrier Officer Recruit School (MCORS).

Progress Report: The 23rd MCORS graduated on December 19, 2018. Four probationary officers graduated and were assigned to the field. The probationary officers have successfully completed the Field Training Officer program and can work the road alone.

The 24th MCORS is scheduled to begin July 28th, graduation will be December 13, 2019. We will start the school with 29 recruits, this will be our largest school since 2001. Sixty backgrounds were completed, 43 hiring interviews were conducted.

Note: While not an objective to this grant, a portion of the grant award is appropriated to support various Michigan State Police divisions as legislated under Public Act 207 of 2018. This appropriation will be indicated in the FY 2019 grant budget.



CVED Special Project Hours Report

(Date Range from October 1, 2019 to November 11, 2019)

District	Special Project (SP) Description	SP Code	Time Period	Allocated Hours	Hours Used	Hours Remaining	% Hours Remaining	Net Mileage
HQ								
	Recruit School Staff Overtime	604	10/01/2019-9/30/2020		402.6			
1								
	Truck Safety STETS	300	10/01/2019-08/31/2020	3,590.0	162.0	3,428.00	95.5%	2,466
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	150.0		150.00	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	372.0	122.00	250.00	67.2%	1,180
	MCSAP Overtime	606	10/01/2019-09/19/2020	460.0	-	460.00	100.0%	
	Clinton County Overtime	610	10/01/2019-09/19/2020	250.0	99.0	151.00	60.4%	2,224
2								
	Border Enforcement Overtime	101	10/01/2019-09/19/2020	560.0		560.0	100.0%	
	Truck Safety STETS	300	10/01/2019-08/31/2020	1,860.0		1,860.0	100.0%	
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	200.0		200.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	296.0	22.5	273.5	92.4%	142
3								
	Border Enforcement Overtime	101	10/01/2019-09/19/2020	340.0		340.0	100.0%	
	Truck Safety STETS	300	10/01/2019-08/31/2020	2,000.0	28.0	1,972.0	98.6%	286
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	75.0		75.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	124.0	85.5	38.5	31.0%	2,105
	Bay County Overtime	630	10/01/2019-09/19/2020	100.0	75.0	25.0	25.0%	1,129
5								
	Truck Safety STETS	300	10/01/2019-08/31/2020	1,590.0	32.0	1,558.0	98.0%	369
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	75.0	-	75.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	272.0	-	272.0	100.0%	
	MCSAP Overtime	606	10/01/2019-09/19/2020	260.0	-	260.0	100.0%	
6								
	Truck Safety STETS	300	10/01/2019-08/31/2020	1,590.0	8.0	1,582.0	99.5%	121
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	150.0	-	150.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	232.0	99.0	133.0	57.3%	1,974
	MCSAP Overtime	606	10/01/2019-09/19/2020	216.0	-	216.0	100.0%	
7								
	Truck Safety STETS	300	10/01/2019-08/31/2020	800.0	52.0	748.0	93.5%	732
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	50.0	-	50.0	100.0%	
	MDA Bovine TB Overtime	602	10/01/2019-09/19/2020	540.0	-	540.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	132.0	20.0	112.0	84.8%	448
	MCSAP Overtime	606	10/01/2019-09/19/2020	64.0	-	64.0	100.0%	
8								
	Border Enforcement Overtime	101	10/01/2019-09/19/2019	100.0	-	100.0	100.0%	
	Truck Safety STETS	300	10/01/2019-09/30/2020	930.0	236.8	693.2	74.5%	5,254
	TSF Drive to Zero Overtime	601	10/01/2019-09/19/2020	50.0	-	50.0	100.0%	
	General Enforcement Overtime	605	10/01/2019-01/01/2020	116.0	36.0	80.0	69.0%	768
All								
	Border Enforcement Overtime	101	10/01/2019-09/19/2020	1,000.0	-	1,000.0	100.0%	-
	Truck Safety STETS	300	10/01/2019-08/31/2020	12,360.0	518.80	11,841.20	95.8%	9,228
	TSF Drive to Zero Overtime	601	10/1/2019-09/19/2020	750.0	-	750.00	100.0%	-
	MDA Bovine TB Overtime	602	10/01/2019-09/19/2020	540.0	-	540.00	100.0%	-
	General Enforcement Overtime	605	10/01/2019-01/01/2020	1,544.0	385.00	1,159.0	75.1%	6,617
	MCSAP Overtime	606	10/01/2019-09/19/2020	1,000.0	-	1,000.00	100.0%	-

Sample CVED eDaily Query

USE OfficerDaily

```
select
asg.DailyAssignmentId, FirstName , LastName , LastName + ' ' + FirstName as 'LastFirst',
AssignmentType.Name as AssignmentName,
FinancialCode, Minutes,
OfficerDailyDate as Date,
Case ISNULL(SeniorOfficerId, 0) When 0 then 'No' ELSE 'Yes' END as IsJunior,
ReportStatus,
Code as SpecialProject,
District.Description as District,
MileageOut,
MileageIn,
WorksiteCode , Worksite.Description
u.Description as 'Car Number/Description'
from
DailyReport rep with (nolock)
inner join DailyAssignment asg with (nolock) ON rep.DailyReportId = asg.dAILYReportId
inner join DailyUser usr with (nolock)
inner join DailyAssignmentFinancial fin with (nolock)
inner join AssignmentType with (nolock)
inner join District with (nolock)
inner join Worksite with (nolock)
left outer join SpecialProject with (nolock)
left outer join DailyAssignmentUnit unit with (nolock)
inner join UnitNumber u with (nolock) on u.UnitNumberId = unit.UnitNumberId
where ReportStatus != 'Canceled'
and OfficerDailyDate >= '10/1/2018' and OfficerDailyDate <= '11/11/2019'
and AssignmentRoleId = 3
order by OfficerDailyDate, LastName

on rep.OfficerId = usr.DailyUserId
on asg.DailyAssignmentId = fin.DailyAssignmentId
on asg.AssignmentTypeId = AssignmentType.AssignmentTypeId
on asg.DistrictId = District.DistrictId
on asg.WorksiteId = Worksite.WorksiteId
on asg.SpecialProjectId = SpecialProject.SpecialProjectId
on Asg.DailyAssignmentId = unit.DailyAssignmentId
```


USE OfficerDaily

```
select
u.Firstname, u.Lastname, LastName + ', ' + FirstName as 'LastFirst',
r.OfficerDailyDate,
asn.DailyAssignmentId , ast.Name ,
CASE WHEN ast.IsJuniorAssignment = 1 THEN 'YES' ELSE 'NO' END as 'IsJuniorAssignment',
act.DailyActivityId , a.Name as 'ActivityName'

from DailyReport r with (nolock)
inner join DailyAssignment asn with (nolock)
on r.DailyReportId = asn.DailyReportId
inner join DailyActivity act with (nolock)
on act.DailyAssignmentId = asn.DailyAssignmentId
inner join ActivityType a with (nolock)
on a.ActivityTypeId = act.ActivityTypeId
inner join AssignmentType ast with (nolock)
on ast.AssignmentTypeId = asn.AssignmentTypeId
inner join DailyUser u with (nolock)
on u.DailyUserId = r.OfficerId

where ReportStatus != 'Canceled'
and r.OfficerDailyDate Between '10/1/2018' and '11/11/2019'
and AssignmentRoleId = 3
```

use officerdaily

```
select
FirstName, LastName, LastName +', ' + FirstName as 'LastFirst',
OfficerDailyDate as OfficerDailyDate,
AssignmentType.Name as AssignmentName,
h.Description as HourType,          SUBSTRING(h.Description,1,4) as 'HT',
dtri.Hours,

Case ISNULL(SeniorOfficerId, 0) When 0 then 'No' ELSE 'Yes' END as IsJunior,
ReportStatus,
SpecialProject.Code as SpecialProject,
District.Description as District,
MileageOut,
MileageIn
from
DailyReport rep
inner join DailyAssignment asg With (nolock) ON rep.DailyReportId = asg.dAILYReportId
inner join DailyActivity act With (nolock) ON act.DailyAssignmentId = asg.DailyAssignmentId
inner join DailyUser usr With (nolock) on rep.OfficerId = usr.DailyUserId
inner join AssignmentType With (nolock) on asg.AssignmentTypeId = AssignmentType.AssignmentTypeId
inner join District With (nolock) on asg.DistrictId = District.DistrictId
left outer join SpecialProject With (nolock) on asg.SpecialProjectId = SpecialProject.SpecialProjectId
left outer join DailyAssignmentUnit unit With (nolock) on Asg.DailyAssignmentId = unit.DailyAssignmentId
left outer join DailyTimeReport dtr With (nolock)on dtr.DailyActivityId = act.DailyActivityId
left outer join DailyTimeReportItem dtri With (nolock)on dtri.DailyTimeReportId = dtr.DailyTimeReportId
inner join HourType h With (nolock) on h.HourTypeId = dtri.HourTypeId
where ReportStatus != 'Canceled'
and OfficerDailyDate Between '10/1/2018' and '11/11/2019'
and AssignmentRoleId = 3
order by OfficerDailyDate, Firstname , LastName
```

use officerdaily

select

u.Firstname, u.Lastname , LastName + ' , ' + Firstname as 'LastFirst', r.OfficerDailyDate,
asn.DailyAssignmentId , ast.Name , a.Description as ActivityName,
t.Code as 'TrafficLawCode', t.Description,

CASE

WHEN Code IN (8060) THEN 'Speed'
WHEN code IN (8057) THEN 'Speed Truck'
WHEN Code IN (8051, 8052, 8054, 8055, 8058, 8061, 8062, 8063,8065) THEN 'Other Speed'
WHEN CODE IN (8278,8279) THEN 'Over Weight Stop'
WHEN Code IN (8193,8976,8977,8978,8989) THEN 'Oversize Stop'
WHEN CODE IN (8971) THEN 'Special Permit Violation'
WHEN CODE IN (8214,8215) THEN 'Seat Belt Violation'
WHEN CODE IN (8276,8277) THEN 'Registration Violation'
WHEN CODE IN (8281, 8271, 8272, 8273, 8274, 8275) THEN 'Drivers License Violation'
WHEN Code IN (8950,8953) THEN 'Driver Violation'
WHEN CODE IN (8951) THEN 'Equipment Violation'
WHEN CODE IN (8954) THEN 'Hazmat Violation'
WHEN CODE IN (8901, 8902, 8903, 8904, 8910, 8911, 8912, 8913, 8914, 8915, 8916, 8917, 8918, 8920, 8930) THEN 'URC Citation'
WHEN CODE IN (6199,8998,8999) THEN 'Fuel Tax Citation'
ELSE 'Other'

END AS CitationType,

count(act.DailyActivityId) as 'CitationCount'

from

DailyReport r with (nolock)
inner join DailyAssignment asn with (nolock)
on r.DailyReportId = asn.DailyReportId
inner join DailyActivity act with (nolock)
on act.DailyAssignmentId = asn.DailyAssignmentId
inner join DailyActivityTraffic dat with (nolock)
on dat.DailyActivityId = act.DailyActivityId
inner join TrafficLawCode t
on t.TrafficLawCodeId = dat.TrafficLawCodeId
inner join ActivityType a with (nolock)
on a.ActivityTypeId = act.ActivityTypeId
inner join AssignmentType ast with (nolock)
on ast.AssignmentTypeId = asn.AssignmentTypeId
inner join DailyUser u with (nolock)
on u.DailyUserId = r.OfficerId

where ReportStatus != 'Canceled'
and r.OfficerDailyDate Between '10/1/2018' and '11/11/2019'
and AssignmentRoleId = 3
and a.ShortName = 'S'

group by asn.DailyAssignmentId ,
u.Firstname, u.Lastname , u.Rank , u.Badge,
ast.Name ,r.OfficerDailyDate,
t.Code,t.Description,a.Description

order by r.OfficerDailydate, u.Lastname

USE OfficerDaily

```
select
u.Firstname, u.Lastname, LastName + ', ' + FirstName as 'LastFirst',
r.OfficerDailyDate,
asn.DailyAssignmentId , ast.Name ,
CASE WHEN ast.IsJuniorAssignment = 1 THEN 'YES' ELSE 'NO' END as 'IsJuniorAssignment',
act.DailyAct,
CASE WHEN vehw.LoadDisposition = 1 THEN 'PROCEED'
      WHEN vehw.LoadDisposition = 2 THEN 'OFF LOADED'
      WHEN vehw.LoadDisposition = 3 THEN 'WEIGHT SHIFTED'
      ELSE 'NONE'
END as 'LoadDisposition',
CASE WHEN vehw.WirelessWIM = 1 THEN 'YES' ELSE 'NO' END as 'IsWirelessWIM',
CASE WHEN vehw.IsPlatform = 1 THEN 'Platform'
      WHEN vehw.IsPortable = 1 THEN 'Portable'
      ELSE 'None'
END as 'Scale Type',
CASE WHEN vehw.IsScale = 1 THEN 'Scale'
      WHEN vehw.IsRoad = 1 THEN 'Road'
      ELSE 'None'
END as 'Duty Assignment',
vehw.Minutes,
CASE WHEN vehw.IsNoViolation = 1 THEN 'No Violation'
      WHEN vehw.IsCitation = 1 THEN 'Citation'
      WHEN vehw.IsWarning = 1 THEN 'Warning'
      ELSE 'None'
END as 'Action',
CASE WHEN vehw.IsGross = 1 THEN 'Gross'
      WHEN vehw.IsFormula = 1 THEN 'BridgeFormula'
      WHEN vehw.IsAxles = 1 THEN 'Axles(s)'
      ELSE 'None'
END as 'Over',
CASE WHEN vehw.MaxFine is null THEN '0'
ELSE vehw.MaxFine
END as 'MaxFine'

from DailyReport r with (nolock)
inner join DailyAssignment asn with (nolock)
on r.DailyReportId = asn.DailyReportId
inner join DailyActivity act with (nolock)
on act.DailyAssignmentId = asn.DailyAssignmentId
inner join ActivityType a with (nolock)
on a.ActivityTypeId = act.ActivityTypeId
inner join DailyActivityVehicleWeighed vehw with (nolock)
on vehw.DailyActivityId = act.DailyActivityId
inner join AssignmentType ast with (nolock)
```

```
on ast.AssignmentTypeld = asn.AssignmentTypeld
inner join L with (nolock)
on u.DailyUserId = r.OfficerId

where ReportStatus != 'Canceled'
and a.ShortName = 'VEHWGH'
and r.OfficerDailyDate Between '10/1/2018' and '10/12/2019'
and AssignmentRoleId = 3
```

USE OfficerDaily

```
select
u.Firstname, u.Lastname, LastName + ', ' + FirstName as 'LastFirst',
r.OfficerDailyDate,
asn.DailyAssignmentId , ast.Name ,
CASE WHEN ast.IsJuniorAssignment = 1 THEN 'YES' ELSE 'NO' END as 'IsJuniorAssignment',
act.DailyAct,
dad.PermitNumber,
CASE WHEN dad.IsTrip = 1 THEN 'Trip'
      ELSE 'Extended'
      END as 'PermitType',
CASE WHEN dad.IsNoViolation = 1 THEN 'No Violation'
      WHEN dad.IsCitation = 1 THEN 'Citation'
      WHEN dad.IsWarning = 1 THEN 'Warning'
END as 'Action'
```

```
from DailyReport r with (nolock)
inner join DailyAssignment asn with (nolock)
on r.DailyReportId = asn.DailyReportId
inner join DailyActivity act with (nolock)
on act.DailyAssignmentId = asn.DailyAssignmentId
inner join ActivityType a with (nolock)
on a.ActivityTypeId = act.ActivityTypeId
inner join DailyActivityDetails dad with (nolock)
on dad.DailyActivityId = act.DailyActivityId
inner join AssignmentType ast with (nolock)
on ast.AssignmentTypeId = asn.AssignmentTypeId
inner join U with (nolock)
on u.DailyUserId = r.OfficerId
```

```
where ReportStatus != 'Canceled'
and a.ShortName = 'SPI'
and r.OfficerDailyDate Between '10/1/2018' and '10/12/2019'
and AssignmentRoleId = 3
```



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **15**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	MSP
	Contract Administrator	Sean Regan	DTMB
		(517) 243-8459 regans@michigan.gov	

CONTRACT SUMMARY

ECRASH AND ECITATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,327,028.76	\$67,500.00	\$13,394,528.76		

DESCRIPTION

Effective September 17, 2019, this contract is hereby increased by \$67,500.00. The Michigan State Police are increasing this contract to provide an additional 300 hours of maintenance and support for the Ecrash and Ecitation systems.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Procurement approval, and State Administrative Board approval on September 26, 2019.

Approved
CBC
9.27.19

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB			

Statement of Work

Block of Hours

Project Description:

This Statement of Work ("SOW") is between Michigan State Police, hereinafter referred to as the "MSP", Department of Technology, Management, and Budget hereinafter referred to as "DTMB" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "LexisNexis." This SOW is effective as of the date signed by the last party signing ("Effective Date"). The artifact known as **"MSP Data Hub LexisNexis eApps Test Cases 20190711"** is located/embedded at the end of the "Project Description" section of this document. This document outlines test scenario's for Lexis-Nexis to design queries and provide results.

DTMB has requested LexisNexis to make available a block of hours from a LexisNexis development resource that can be used for helping MSP, DTMB, and associated support teams to research and provide basic LexisNexis database structure information that the Data Hub project references. The LexisNexis Solution that the hours may be applied towards are the LexisNexis eAICS, eCitation, and/or eDaily Solutions that are provided to MSP. These Solutions are hereinafter referred to as the Source Data System. Technically-capable LexisNexis resource(s) will be assigned to use those hours to create, execute and provide results to the MSP of LexisNexis Source Data.

Description and Scope of Services:

1. Block of Hours

LexisNexis will provide a block of hours that can be used to assist MSP/DTMB in research and clarifying how the data is stored within the Source Data System. These will be billed at the hourly rate of \$225.00 USD and will be billed in no less than 30-minute increments. MSP may choose to conclude/close this statement of work at anytime before the full 300 hours have been exhausted for any reason. LexisNexis will then bill for the hours used at that point.

MSP/DTMB will provide each specific task in writing for LexisNexis to review. LexisNexis will review the request and respond back to MSP/DTMB with any questions and or acceptance (as applicable) within 2 business days. Once accepted, LexisNexis will communicate with MSP/DTMB when the work will be started, based on items previously requested by MSP/DTMB. For all tasks agreed to, LexisNexis will communicate to MPS/DTMB on a weekly basis the status of the tasks and the hours expended and hours remaining as a whole. MPS/DTMB would be responsible for prioritizing the work if there are multiple items in the queue. At any time, MSP/DTMB in writing can ask LexisNexis to stop work on current tasks, and LexisNexis will provide a total hours spent to date to MSP/DTMB within 72 hours of request.

2. Communicating Work Product

LexisNexis will update the worksheet titled “MSP Data Hub LexisNexis eApps Test Cases 20190711” with the following information in labeled columns:

- Query/Test Script – The query used to derive the query results
- Query Results – The results of the query
- Any Supporting Information – Any additional information or notes
- Complete? – Indication as to whether the query is complete
- Time Spent – For billing purposes what hours were attributed to this task

The worksheet should be versioned by LexisNexis by adding an increment of one (e.g. 20190711_01, 20190711_02). Individual task/test results can be emailed separate from the spreadsheet, but all task/test results must be filled in the spreadsheet and emailed each week.

All test results and updated worksheets will be provided to the following individuals in a manner prescribed by the MSP. MSP/DTMB will notify LexisNexis that the results were accepted and the task can be closed.

- Andrew Richards – RichardsA4@michigan.gov
- Indrani Innuganti - Innuganti@michigan.gov
- Katrina Reynolds - ReynoldsK4@michigan.gov

To facilitate the work being completed as efficiently as possible MSP/DTMB may schedule a standup/checkpoint meeting at least once a week. Those meeting hours will be deducted from the contracted hours. DTMB/MSP will initially authorize billing for one LexisNexis meeting participant. LexisNexis may add additional meeting participants at no additional charge to MSP/DTMB.

3. Reporting and Billing of Hours

LexisNexis will summarize the weekly reports and provide a monthly report to MSP/DTMB for the billable hours used and will be tied to specific tasks provided to LexisNexis in writing ahead of time from MSP/DTMB. LexisNexis will bill MSP/DTMB at the first of each month for the hours spent for the previous month. Upon request, MSP/DTMB can purchase additional hours if the current block of hours within this Statement of Work are used.

4. Assumptions

1. MSP/DTMB will provide assistance to the Technically-capable LexisNexis resource(s) for work items agreed upon by LexisNexis. LexisNexis reserves the right to refuse working on any tasks that they deem confidential in nature and or trade secrets. Additional tasks of the same type may be requested by MSP/DTMB such as the ones in the initial list of items titled “MSP Data Hub LexisNexis eApps Test Cases 20190711”.
2. LexisNexis may be required to consult/confer (troubleshooting) with MSP/DTMB on any issues with tasks that may occur at the billable rate listed in this document.

3. LexisNexis is not responsible for writing, creating, or maintaining scripts, software, or reports for the IB provided solution (Omnigen/Data hub project). This does not include test/task database queries against Source Data System(s).
4. LexisNexis will not be held liable nor responsible for the content or results of queries provided to LexisNexis to run against its report database solution (the source data solution). LexisNexis will be responsible for running queries against the Source Data System(s) only. All other queries against any other database will be the responsibility of MSP/DTMB.
5. The work completed by LexisNexis through this SOW is independent of any other MSP/DTMB effort.
6. By providing this block of hours to MSP/DTMB, LexisNexis is not certifying nor responsible for any part of how the Omnigen/Data hub project works, including their deadlines, deliverables, and or warranties.
7. At any time, either LexisNexis or MSP/DTMB can ask for a comparison of outstanding work and hours remaining to ensure time used for reruns/rewrites and troubleshooting will not prevent primary query run to be completed.
8. LexisNexis and MSP/DTMB will provide a primary contact to ensure clear communication at the project level. This does not preclude other team member to team member communication.
9. The MSP will manage and prioritize the order in which the test scenario's will be generated.

LexisNexisCost:

Initial Block of Hours

	Rate/Hr.	Amount
Initial Block of Hours (300 hours)	\$225.00	\$67,500.00
TOTAL		\$67,500.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **14**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	MSP
	Contract Administrator	Sean Regan	DTMB
		(517) 243-8459 regans@michigan.gov	

CONTRACT SUMMARY

ECRASH AND ECITATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,315,068.76	\$11,960.00	\$13,327,028.76		

DESCRIPTION

Effective August 21, 2019, the Michigan State Police are increasing the contract \$11,960.00 for the attached Statement of Work. All other Terms, Conditions, Pricing and specifications remain the same. Per contractor, agency and DTMB Procurement.

Approved by
CBC
IDS
8.27.19

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB			

July 29, 2019

Scott A. Cappel PMP, ACP-PMI

Senior Project Manager

Program Management Office Supporting MSP, DMVA, MVAA

Department of Technology, Management, and Budget

7150 Harris Drive

Dimondale, MI 48821

**RE: Statement of Work - Field Validation and Financial Code Enhancement
Request Project**

I. Project Description:

This Statement of Work ("SOW") is between the Michigan State Police, hereinafter referred to as the "MSP" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "LexisNexis." This SOW is effective as of the date signed by the last party signing ("Effective Date"). State and LexisNexis are individually referred to as "Party" and collectively referred to as "Parties."

MSP has requested that LexisNexis make the following enhancements to the existing CVED Solution per the details outlined in the description and scope of services section below.

If these items change at any time before or during the project, the scope of effort and cost associated with delivering this project may or may not change.

II. Description and Scope of Services:

1. Enhance Field Validation

LexisNexis will add validation within the CVED solution to prevent users from manually entering hours that do not match the summary of hours reported associated with the Assignment(s) / Activity(ies) / Special Projects, etc..

2. Grey Out Financial Code Field Enhancement

Within the Admin Portal, LexisNexis will enhance the current CVED solution to "graying out" financial codes have the following values "200", "400", and "700". This will make is so that they can never be switched to "Active" and will prevent users from selecting these financial codes for new transactions in the CVED solution.

III. Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the CVED System Proposal:

- Facilitate Design Sessions and a Design Document that details the functionality of the CVED system.
- Development of the CVED system capability within the existing CVED application.

LexisNexis Proposal Cost:

	Hours	Amount
Project Cost- Field Validation	24	\$2,760.00
Project Cost - Financial Codes	80	\$9,200.00
TOTAL		\$11,960.00

GRAND TOTAL COST: \$11,960.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.



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 **13**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions
	1000 Alderman Drive
	Alpharetta, GA 30005
	Tim Bingham
	502-905-0251
	timothy.bingham@lexisnexisrisk.com
	*****6168

STATE	Program Manager	Various	DTMB
	Contract Administrator	Sean Regan	DTMB
		517-243-8459	
		regans@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,169,018.76		\$ 146,050.00	\$13,315,068.76.	
DESCRIPTION: The following Statement of Work is hereby incorporated into Contract 071B5500023 . Effective April 1, 2019, the Michigan State Police are adding \$146,050.00, per the attached Statement of Works, for services for CVED, eAICS, and eDaily Projects. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.				



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

Agreement to Change Contract Number: 071B5500023

Between the State of Michigan and LexisNexis Claims Solutions, Inc.

Project Title: CVED, eAICS, and eDaily changes for MSP	Period of Coverage:
Requesting Department: Michigan State Police (MSP)	Date: 4/1/2019
Agency Business Owner Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Andrew Richards	Phone: 517-897-3947

Change Notice No. 13 to Contract 071B5500023 Statement of Work

This Change Notice No. 13 to Contract 071B5500023 is entered this ____ day of April 2019 (“Effective Date”) between the State of Michigan, Department of Technology, Management and Budget on behalf of the Michigan State Police, the State, and LexisNexis Claims Solutions Inc.

PROJECT BACKGROUND \ PRICING

Contract 071B5500023 between LexisNexis Claims Solutions, Inc., (“Contractor”) and the State of Michigan (“State”) was originally executed to have the Contractor maintain as-needed iyeCrash and iyeCitation licenses to support electronic Traffic Crash and Citation mobile computing reporting systems (eCrash and eCitation modules) used by Michigan State Police (“MSP”) troopers throughout the State (“Master Contract”).

The parties desire to enter into the following six (6) fixed priced projects, each with their own Statement of Work (“SOW”). The projects are as follows:

Project	Payment Amount
1. CVED - Daily Add Activity Change	\$ 920.00
2. CVED - Daily Locking	\$ 6,440.00
3. eAICS - Security Level Changes	\$ 13,800.00
4. eDaily - Driver Requirements	\$ 690.00
5. iGrip to GAR Data Conversion Project	\$ 36,800.00
6. eAICS - Federated People Search Interface Design	\$ 27,600.00
7. eDaily Basic Activity Search	\$ 59,800.00
Total Cost	\$ 146,050.00

I. Technical Environment

The Contractor will comply with Section 1.103, Subsections 1 through 5 of the Master Contract.

II. Specific Operating Environment

The following information regarding the MSP technical environment will be relevant to the Contractor:

Platform Specific:

Solutions will be hosted either in the Saginaw Location or at the LexisNexis datacenter.

End User Specific:

Operating System –Windows 10

Hardware – Dell Latitude 12 Rugged Extreme Laptop

Panasonic FZ-G1 ToughPad

Dell E6430 ATG Semi-Rugged Laptop

Dell Latitude 12 Rugged Extreme

Open Source Components:

- Microsoft .net
- CodePlex
- CsQuery
- SGLite
- Saxon-HE
- HtmlToOpenXml
- Redis
- Form.io
- Electron


III. SCOPE OF WORK

Lexis will provide the following SOW's as part of Change Notice 13.

1. CVED - Daily Add Activity Change

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005

**LexisNexis®**

March 20, 2019

Quote No.: MISP 03202019

ATTN: Inspector Randy Coplin
Ship To:
State of Michigan
320 S. Walnut
Lansing, MI 48933

Bill To:

Custom	Description	Hours	Unit Price	Amount
	CVED - Daily Add Activity Change	8	\$115.00	\$920
Quote Subtotal				\$ 920.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-903-0251

Signature to Accept Quote: _____ Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Overview

When adding a new activity in the current Officer Daily system, the assignment specific tabs are displayed in chronological order – oldest to newest. CVED would like the tabs to be ordered in REVERSE chronological order so the newest assignment is displayed first.

User Stories

The system will be modified to support the following user stories:

Add Activity – Different Assignments

When the user has 2 or more Assignments on their Daily and adds an Activity, the Activities for the newest Assignment will show on the first tab and then each Assignment will show on the subsequent tabs newest to oldest. The first tab will continue to be the default tab.

Add Activity – Repeated Assignments

When the user has 3 or more Assignments on their daily and adds an Activity, the Activities for the newest Assignment will show on the first tab and then each Assignment will show on the subsequent tabs newest to oldest. Assignments that are repeated will only show once. Example: If the Daily has Assignments A, B, C, B, and A; there will be 3 tabs: A, B, and C. The first tab will continue to be the default tab.

Level of Effort

LexisNexis anticipates 1 business day of development effort. This would cost \$920.

2. CVED - Daily Locking

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005



March 20, 2019

Quote No.: MISP 03202019

ATTN: Inspector Randy Coplin

Ship To:

State of Michigan
320 S. Walnut
Lansing, MI 48933

Bill To:

	Description	Hours	Unit Price	Amount
Custom	CVED - Daily Locking	56	\$115.00	\$6,440
Quote Subtotal				\$ 6,440.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
302-905-0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Overview

In the current Officer Daily system, Dailies that are Completed can be restored and modified or canceled and replaced. This workflow needs to be blocked specifically for those Dailies that are created for the CVED role after the month closes.

Proposed Daily User Experience

1. User opens a daily from the Completed Queue and selects Modify Status

The screenshot shows the 'Officer Daily Test Agency' interface. The top navigation bar includes 'eCitation', 'eCrash', 'Daily', 'Administration', and 'Logout'. The main header displays 'Admin Portal' and 'Daily View Report'. A sidebar on the left lists 'eDaily Links' with options: 'In Progress', 'Waiting for Approval', 'Rejected', 'Completed' (highlighted), 'Canceled', 'Search', and 'Missing Dailies'. The main content area shows a 'Cved Back' report for 'MC 2 Michigan State Police' and 'BLACK, CHARLES S'. The report includes a table with columns: 'Start', 'Clear', 'Activity', 'Code', 'Location', and 'Activity Description / Notes'. The table data shows activities for 'ON-DUTY' and 'OFF-DUTY' on 11/30/2018. A 'Modify Status' button is highlighted in the top left of the report area.

Start	Clear	Activity	Code	Location	Activity Description / Notes
8:00 AM	ON				ON-DUTY
8:00 AM - 12:00 PM	OFF			POST	OFF-DUTY

2. User Attempts to Cancel or Restore a daily.

The screenshot shows the 'Officer Daily Test Agency' interface. The top navigation bar includes 'eCitation', 'eCrash', 'Daily', 'Administration', and 'Logout'. The main header displays 'Admin Portal' and 'Daily Verify'. A sidebar on the left lists 'eDaily Links' with options: 'In Progress', 'Waiting for Approval', 'Rejected', 'Completed' (highlighted), 'Canceled', 'Search', and 'Missing Dailies'. The main content area shows a 'Daily Verify' form for 'MC 2 Michigan State Police' and 'BLACK, CHARLES S'. The form includes fields for 'Daily Date: 11/30/2018', 'Officer Name: MC Lieutenant CHARLES BLACK', and 'Report Status: Completed'. An 'Action: Restore Report' dropdown is visible. Below the form, there is a text input field for 'Enter a message:' with the text 'Allow Charlie to change his hours.' and a 'Primary Investigator' dropdown set to 'BLACK, CHARLES (2)'. At the bottom, there are 'Restore Report' and 'Cancel' buttons.

Select an action to perform on this daily.

Daily Date: 11/30/2018
Officer Name: MC Lieutenant CHARLES BLACK
Report Status: Completed
Action: Restore Report

Enter a message:
Allow Charlie to change his hours.

Primary Investigator: BLACK, CHARLES (2)

Restore Report Cancel

3. User is blocked with an error message explaining why the report cannot be Restored/Canceled. The language of the message can be defined by the customer.

Officer Daily Test Agency

eCitation eCrash **Daily** Administration Logout

Home Daily Reports Change Password People Search Administration Reports Downloads

Admin Portal Daily **Verify**

eDaily Links

- In Progress
- Waiting for Approval
- Rejected
- Completed**
- Canceled
- Search
- Missing Dailies

Select an action to perform on this daily.

Daily Date: 11/30/2018
Officer Name: MC Lieutenant CHARLES BLACK
Report Status: Completed
Action: Restore Report

Enter a message:
Allow Charlie to change his hours.

Primary Investigator: BLACK, CHARLES (2)

Restore Report Cancel

Report cannot be modified, it has been locked for monthly billing

Administration

All approved CVED dailies will be locked if they are for days that are older than the previous month.

- Number of days after the end of the month will be fixed as a value in a table.
- Users with the group 'Administrators' may reject/restore Dailies at any time. This must be an existing group, but any group can be substituted up until the time coding begins. Suggestions would be 'MSP eApps Users' or 'Daily Supervisors'.

User Stories

The system will be modified to support the following user stories:

CVED Officer Month 2 early

A CVED Officer will be able to view/review their Dailies from the Completed Queue. If the Officer attempts to change the status of the Daily and the Month/Year of the Daily is in the previous month and the day of the current month has not surpassed the number of days defined in AssignmentRole, the user will not be blocked from Restoring or Rejecting the Daily.

CVED Officer Month 2 late

A CVED Officer will be able to view/review their Dailies from the Completed Queue. If the Officer attempts to change the status of the Daily and the Month/Year of the Daily is in the previous month and the day of the current month has surpassed the number of days defined in AssignmentRole, the user will be blocked from Restoring or Rejecting the Daily.

CVED Officer Month 3+

A CVED Officer will be able to view/review their Dailies from the Completed Queue. If the Officer attempts to change the status of the Daily and the Month/Year of the Daily is prior to the previous month, the user will be blocked from Restoring or Rejecting the Daily.

Administrator

If the Admin Portal user is a member of the 'Administrators' group, CVED Dailies will not be blocked when attempting to Restore or Reject a Completed Daily.

Level of Effort

LexisNexis anticipates 7 business days of development effort. This would cost \$6,440.

3. eAICS - Security Level Changes

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005



March 12, 2019

Quote No.: MISP 03122019

ATTN: Al Renz

Ship To:

State of Michigan

320 S. Walnut

Lansing, MI 48933

Bill To:

	Description	Hours	Unit Price	Amount
Custom	eAICS - Security Level Changes	120	\$115.00	\$13,800
Quote Subtotal				\$ 13,800.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-905-0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Project Description

This Statement of Work ("SOW") is between the Michigan State Police, hereinafter referred to as the "MSP" and LexisNexis Coplogic Solutions Inc., hereinafter referred to as "Lexis." This SOW is effective as of the date signed by the last party signing ("Effective Date"). State and Lexis are individually referred to as "Party" and collectively referred to as "Parties."

MSP has requested that Lexis make modifications to the existing eAICS Security Levels. It is MSP's goal to make complaints public upon closing supplements/original Incidents. This change would only be for incidents marked Private. Lexis will modify the security levels per the details outlined in the description and scope of services section below.

If these items change at any time before or during the project, the scope of effort and cost associated with delivering this project may or may not change.

Description and Scope of Services

1. Change existing eAICS categories

MSP will do a FSB policy to change "Restricted to ORI" cases to public on closure.

Lexis will change the existing eAICS category labels:

1. Public -> Law Enforcement Access
2. Private -> Restricted to ORI
3. Protected -> Password Protected
4. Internal Affairs (no change)

2. Approval of Incidents with security level Private

Incidents marked Private will be reset to "Law Enforcement Access" when the incident is marked Closed and Approved.

3. Backfill existing records

MSP will add a new column "SecurityLevel2" with the initial value set based on the values in Security Level that will map based on the criteria in change #1 and #2 so that all existing incidents are marked with the appropriate security level. To support silent deployment, new records will be added that only fill in Security Level and will need to be modified by the system to have the correct SecurityLevel2. LexisNexis will handle this with an automatic response to older data being saved.

4. Additional Logging

Lexis will add additional event logging to the Incident Log when the status is changed and who made the change.

Assumption

1. The assumption is that IBI will pull this information from the replicated server in Saginaw.

Deliverables

As part of this endeavor, Lexis will provide the following items:

Lexis Deliverables and Task Associated with the eAICS System Proposal:

- Facilitate Design Sessions and a Design Document that details the functionality of the eAICS system.
- Development of the eAICS system capability within the existing eAICS application.

Lexis Proposal Cost: eAICS Security Level Change Request Project

Hours		Amount
Project Cost	120	\$13,800
TOTAL		\$13,800

GRAND TOTAL COST: \$ 13,800

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

Printed Name: _____

Date: _____

State of Michigan

Printed Name: _____

Date: _____

4. eDaily - Driver Requirements

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive

Alpharetta, GA 30005

**LexisNexis®**

April 5, 2019

Quote No.:20190405 MSP

ATTN: Michigan State Police**Ship To:**

State of Michigan

320 S. Walnut

Lansing, MI 48933

Bill To:

State of Michigan

320 S. Walnut

Lansing, MI 48933

	Description	Hours	Unit Price	Amount
Custom	eDaily - Driver Requirements	6	\$115.00	\$690
Quote Subtotal				\$ 690.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-905-0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Description and Scope of Services

Currently, a Daily activity can be saved with more than one driver for the same vehicle.

1. Add a person and select a vehicle - Driver is automatically chosen as the position in vehicle
2. Add a second person and select the same vehicle. Driver is again automatically chosen as the position in vehicle.

The image displays two screenshots of a software interface, likely for managing vehicle activities. Both screenshots show the 'People' tab for a vehicle with ID 1BAD318.

Top Screenshot: The 'Name' field is 'ANNE', 'Middle Name' is 'CARR', and 'Position' is 'F1 - FRONT DRIVER'. The 'License' is 'D616067108888', 'State' is 'MICHIGAN', 'Race' is 'BLACK', and 'Sex' is 'FEMALE'. The 'DOB' is '11/20/1962'. The 'Handcuffed' checkbox is unchecked. The 'Create Secondary Activity' field is empty. A red circle highlights the 'Position' dropdown menu.

Bottom Screenshot: The 'Name' field is 'P', 'Middle Name' is 'ASSENGER', and 'Position' is 'F1 - FRONT DRIVER'. The 'License' is empty, 'State' is empty, 'Race' is 'BLACK', and 'Sex' is 'FEMALE'. The 'DOB' is '01/01/1980'. The 'Handcuffed' checkbox is unchecked. The 'Create Secondary Activity' field is empty. A red circle highlights the 'Position' dropdown menu.

Both screenshots show a table on the right with columns 'Name', 'Race', and 'Sex'. The table contains two rows: 'ANNE CARR DRIVER' (Race: B, Sex: F) and 'P ASSENGER' (Race: B, Sex: F).

In order to capture the driver, the following changes will be made to the Daily:

1. If NO vehicle is selected, the Position will be disabled and empty.
2. If a Vehicle is selected, the Position will be enabled but default to empty.
3. When the user Adds a person, the user will be blocked unless Vehicle is not set on the current person or the Position is not set.
4. On Create or Save, if there is only 1 person and the vehicle is Set, but the position is Blank - set the Position to F1 -FRONT DRIVER.
5. On Create or Save, if the Activity is STOP or ORIGINAL with Generated from Stop, enforce the following rules:
 1. Every Vehicle must have 1 and ONLY 1 driver
 2. Every Person must have Vehicle defined.
 3. Every Person must have a Position.

5. iGrip to GAR Data Conversion Project

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive

Alpharetta, GA 30005

**LexisNexis®**

April 23, 2019

Quote No.: 20190423

ATTN:**Ship To:**

State of Michigan

320 S. Walnut

Lansing, MI 48933

Bill To:

Part Number	Description	Quantity	Unit Price	Amount
	iGrip to GAR Data Conversion Project	320	\$115.00	\$36,800.00
Quote Subtotal				\$36,800.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
timothy.bingham@lexisnexisrisk.com
502.905.0251

Overview

MSP has requested that LexisNexis transfer as much data as can be mapped from its legacy system (iGRIP) to its GAR system within eAICS. MSP has the master copy of the iGRIP Database in its original form, Oracle and all data associated therein. MSP will provide LexisNexis a converted version in Microsoft SQL. This will be the data source for which LexisNexis will base its mapping of data elements from iGRIP to the backend SQL database that the GAR system utilizes. LexisNexis will work with MSP's subject matter experts to determine what data elements can and will be mapped over into the MSP GAR system.

Once the coding for the data transfer application is complete, LexisNexis will run the application in the MSP Beta environment. MSP will be able to review the data sets that transferred over and will work with LexisNexis to make any additional mapping or business rule changes as mutually agreed upon during the testing phase. Once testing is complete, LexisNexis will run the final data transfer application in Production to complete the data conversion project.

Description and Scope of Services

1. Copy of iGRIP data from Oracle to Microsoft SQL database

MSP will convert the iGRIP database from Oracle to Microsoft SQL database and will provide LexisNexis a copy. As part of that conversion, MSP will maintain (as best it knows how) the primary and foreign keys to help keep the integrity and linking of the information throughout the SQL database. LexisNexis will base its data mapping and data transfer from this provided SQL database.

2. Mapping of iGRIP data to eAICS GAR

LexisNexis will work with MSP's subject matter experts to identify data fields that will be mapped and transferred from the iGRIP SQL database to the eAICS GAR database. Where identified and possible, business rules and validation will be applied to the mapped data fields that will be transferred over. The attached document found in Appendix A will outline the tables and data fields that will be mapped from iGRIP to eAICS GAR.

3. Business Rules for iGRIP data to eAICS GAR

LexisNexis will work with MSP's subject matter experts to identify business rules that will be used to convert data and/or map data from the iGRIP SQL database to the eAICS GAR database. Where identified and possible, business rules and validation will be applied to the mapped data fields that will be transferred over.

The attached document found in **Appendix B** will outline the business rules that will be used to convert data from iGRIP to eAICS GAR. This will be a living document as the actual data conversion takes place and different data scenarios are encountered from the iGRIP data.

4. Transferring information from the iGRIP data to eAICS GAR

LexisNexis will transfer the data from the iGRIP data into the eAICS GAR database based on the mapping document described in item #2 above.

Assumptions

The following assumptions have been made relative to the future delivery and implementation of the iGRIP to GAR Data Conversion project. These assumptions have driven the decisions, and mechanisms that will be used to transfer the information from iGRIP to eAICS GAR. If at any time these assumptions are changed and/or amended, the process should be reviewed for any impact on the delivery of the required functionality.

1. The information provided in the iGRIP database is MS SQL 2016.
2. The data from the iGRIP database will be mapped and transferred into the existing eAICS GAR database tables and fields.
3. MSP will keep the copy of the Original iGRIP Oracle Database.
4. Every attempt will be made to determine available data fields to be migrated over from the iGRIP database into the eAICS database through working with MSP's subject matter experts to help identify and determine what the data fields represented in the old system (iGRIP) and how they are displayed in eAICS GAR.
5. There are no changes to the existing eAICS database structure (tables or fields) nor business rules as part of the data transfer process from iGRIP.
6. Once the mapping is complete, LexisNexis will run the data transfer process and transfer the records from iGRIP to eAICS GAR database into the eAICS system (both to the eAICS GAR Beta and production environment).
7. The data transfer can occur independently of the regularly scheduled release times. LN will work with MSP to determine specific date and time to make the final production data transfer.

Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the iGrip to GAR Data Conversion Project:

- Facilitate Design Sessions and a Design Mapping Document that details iGRIP to GAR Data Conversion Project.
- Development of the mapping application and information transfer from iGRIP to GAR for the Data Conversion Project.

LexisNexis Proposal Cost:

IGRIP to GAR Data Conversion Project

Hours		
Information Mapping and Data Transfer into GAR	320	\$36,800.00
TOTAL		\$36,800.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

State of Michigan

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Appendix A

***Example of the tabbed Mapping Fields for IGRIP to GAR Fields**

A4	:	✕	✓	<i>fx</i>	T_INFORMANTBOOKSUB
	A	B	C	D	E
1	GRIP Table	GRIP Column	Mapping		
2	T_INFORMANTBOOKSUB	INFORMANTNUMBER	CIReliabilityHeader -> CINumber		
3	T_INFORMANTBOOKSUB	WORKSITE	CIReliabilityHeader -> AgencyORI		
4	T_INFORMANTBOOKSUB	SUBUNITS	Not Mapped		
5	T_INFORMANTBOOKSUB	ACTIVEINFORMANT	CIReliabilityHeader -> StatusChange		
6	T_INFORMANTBOOKSUB	INFORMANTDEACTIVATEDATE	CIReliabilityDetail -> EntryDate		
7	T_INFORMANTBOOKSUB	INFORMANTACTIVATIONDATE	CIReliabilityDetail -> EntryDate		
8	T_INFORMANTBOOKSUB	INFORMANTID	Not Mapped		
9	T_INFORMANTBOOKSUB	SUBINFORMANTID	Not Mapped		
10	T_INFORMANTBOOKSUB	SUBUNITNUMBER	Not Mapped		
11	T_INFORMANTBOOKSUB	TEMPSUBUNITCODE	Not Mapped		
12	T_INFORMANTBOOKSUB	PERSONNELID	CIReliabilityDetail -> ControlOfficer		
13					
14					

Appendix B

***Example of the tabbed Business Rule for iGRIP to GAR Fields**

C14	:	X	✓	f _x	IsOther = 1				
	A	B	C			D	E		
1	Prescriptiondrugcases	Totals	In AICS the fields are "IsDoctor", "IsPharmacist", and "IsOther". They are bit fields "1" or "0".						
2	Doctor	191	IsDoctor = 1						
3	No	2							
4	Pharmacist	34	IsPharmacist = 1						
5	Other	1	IsOther = 1						
6	ill	1							
7	Search Warrant	1							
8	no	9							
9	N	439							
10	y	3							
11	Y	25							
12	NO	1							
13		86894							
14	Other	4831	IsOther = 1						
15		1							
16	n	8							
17	yes	6							
18									
19									
20									
21									
22									

6. eAICS - Federated People Search Interface Design

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005



April 17, 2019

Quote No.: MISP 04172019

ATTN:

Ship To:

State of Michigan
320 S. Walnut
Lansing, MI 48933

Bill To:

Part Number	Description	Quantity	Unit Price	Amount
	eAICS Federated People Search Interface Design SOW 4.16.2019 - Core Interface & Features	160	\$115.00	\$18,400.00
	eAICS Federated People Search Interface Design SOW 4.16.2019 - Optional Add-On	80	\$115.00	\$ 9,200.00
Quote Subtotal				\$27,600.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
timothy.bingham@lexisnexisriks.com
502.905.0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Overview

MSP has requested that Lexis enable the eAICS system provided by LexisNexis to retrieve data from the existing Statewide Records Management System (SRMS) provided by Motorola and make the data available for import into the eAICS Person record. As part of this enhancement, LexisNexis will work with Motorola to build interoperability between the eAICS and SRMS systems.

LexisNexis will enhance the existing eAICS Person Clipboard Screen that will allow the user to retrieve person results from a federated list of sources, beginning with eAICS and SRMS. This project will include adding additional fields to the search criteria, mapping information from additional data source(s) and auto-filling mapped data into a Person record in the incident. There will also be optional add-on's that can be done to further enhance the functionality and usability of the over system, which will be outlined in more detail below.

Core Interface & Features

1. Define mapping of eAICS search criteria and results from SRMS.
2. Add a Data Sources section to the Person Search of Clipboard Search.
3. Federate the search for persons with eAICS and SRMS.
4. Enhance search queries to include results from multiple sources.
5. Modify search results to provide useful feedback to the user such as the source of the data, additional information about the person to identify if the search is pertinent to the incident.
6. Map all data applicable to Person from source when selected/dropped into incident.

Optional Add-On – View SRMS Narratives

1. Create a drill-down view of the SRMS Narrative, where applicable, that the user can view from within the Clipboard Search before selecting the Person to import.

Description and Scope of Services:

Core Interface & Features

1. **Create a new interface to SRMS**

LexisNexis will create an interface from the eAICS System to the SRMS system via the SRMS SQL connection to their second report data warehouse.

2. **Modify eAICS Search Screen**

LexisNexis will enhance the existing eAICS Search Screen for when the user selects "Person" as the Selection Option, the user may also select one or more Data Sources (eAICS & SRMS). At least one Data Source must be selected. This new search capability will be automatically given to users (by default) that already have search access. Protected Data will automatically be omitted from all search results.

This interface will allow data to be searched by any mapped element such as:

1. Person Name
2. Location
3. Person Type
4. Physical Attributes

Sample Mockup 1.0 – Search Screen with Enhanced Data Sources.

*A complete mapping of Person Fields from eAICS to known SRMS fields can be found at the end of this document in **Appendix A**.*

3. Modify eAICS Results Screen

LexisNexis will add a column “Source” to Person search results that will indicate if the data came from eAICS or SRMS. The result sets from SRMS will return only cases that are closed and marked as “Public” or “Law Enforcement Access”. The results would be color-coded for easy identification as well. The user will be able to select data from SRMS result and have it populate an eAICS incident Person.

Below is the data set list being returned from SRMS. Depending on Person Type, data will be selected from:

1. Not-specified: [People]
2. Arrested/Apprehended: [srms_v_02_casereport_arrestees_deduped]
3. Suspect: [srms_v_02_casereport_others_deduped]
4. Victim: [srms_v_02_casereport_victims_deduped]
5. Witnesses: [srms_v_02_casereport_witnesses_deduped]
6. Other selections: No SRMS data will be returned.

4. Data Mapping

The following fields on the AICS Person section have been identified as potentially being auto-filled based on availability, from the SRMS database:

5. Data Retention from SRMS

Data from SRMS will not be retained from the search set. However, eAICS users can import data from the clipboard into their Person record on their Incident.

Optional Add On – View SRMS Narratives

LexisNexis could enhance the Core Interface and Features listed above, by adding into the Clipboard the ability to drill-down into individual incidents where the person is likely found and allow the user to view the narratives from the SRMS data source for each of those incidents.

Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the eAICS System Proposal:

- Facilitate Design Sessions and a Design Document that details the functionality of the eAICS system.
- Development of the eAICS system capability within the existing eAICS client application.

LexisNexis Proposal Cost:

eAICS Federated People Search Interface Design

Hours		
Core Interface & Features	160	\$18,400
Optional Add-On	80	\$9,200
TOTAL		\$27,600.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

Printed Name: _____

Date: _____

State of Michigan

Printed Name: _____

Date: _____

Appendix A

Map of AICS Interface fields to SRMS Columns

AICS Person Field	SRMS People Column
First Name	FirstName
Middle Name	MiddleName
Last Name	LastName
Suffix	
Birth Name	
Caution Notes	
Employer	EmployerSchool
DLN	DLNumber
DL State	DLState
Race	Race
Sex	Sex
Ethnicity	Ethnicity
Social Security Number	SSN
Age	CurrentAge
DOB	DateOfBirth
Height	Height
Weight	Weight
Hair	HairColor
Eye	EyeColor
SID	
SID State	
FBI	FBIArrestNumber
Prison Number	InmateNumber

AICS Alias Field	SRMS People.Alias Column
First Name	
Middle Name	
Last Name	AKA
Suffix	

LN will map the 1/Home address to the Person section and any additional addresses as needed.

Revised 4/7/2016

AICS Address Field	SRMS People.Address Column
Address Type	AddressType
Prefix	
Number	Extract from Address
Street	Extract from Address
Road Type	
Suffix	
Apt/Lot	
County	County
City/Twp	City
State	State
Zip	Zip
P.O. Box/Building	

Contact Information can come from multiple Sources.

Contact Type Email

AICS Contact Information Field	SRMS People.Email Column
Contact Type	"EM – Email"
Description	EmailAddress
Ext	

Contact Type Phone

AICS Contact Information Field	SRMS People.Email Column
Contact Type	Phone Type
Description	Extracted from PhoneNumber
Ext	Extracted from PhoneNumber

SMT

AICS SMT Information Field	SRMS People.SMT Column
Category	SMTChoice
Detail	SMTLocation
Description	ScarsMarksTattoos
AdditionalNotes	

MO

AICS Modus Operandi	SRMS People.MO
Category	"21 – Other"
Detail	"258 – Other"
Description	MO
Additional Notes	

MISC captures identification numbers based on Type. Map the column from SRMS to the appropriate Type

Miscellaneous Number Type	Source of Number from SRMS People Column
DL	DLNumber
FBI	FBINumber
SO	RegisteredSexOffender

7. eDaily Basic Activity Search

Quote

LexisNexis® Risk Solutions
1000 Alderman Drive
Alpharetta, GA 30005



August 8, 2019

Quote No.: MISP 20190808

ATTN: F/Lt. Renz

Ship To:

State of Michigan

320 S. Walnut

Lansing, MI 48933

Bill To:

	Description	Hours	Unit Price	Amount
	eDaily Basic Activity Search	360	\$115.00	\$41,400.00
	Advanced Options - Managed Output Values	40	\$115.00	\$4,600.00
	Advanced Options - Shared Queries Section	120	\$115.00	\$13,800.00
Quote Subtotal				\$59,800.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-905-0251

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

MSP has requested LexisNexis to integrate the Basic Activity Search solution into the Admin Portal and the LexisNexis Local Client using data from the eDaily module. As part of this effort, LexisNexis will integrate the ability for authorized users to create and run custom queries based on approved fields from the eDaily module. The Basic Activity Search features and functionality are outlined in more detail below.

1. Authorized Access

2. Advanced Search – Landing Page

LexisNexis will enhance both the existing Admin Portal and the LexisNexis Local Client and create a new section links to show the Advanced Search option when appropriate permissions are set.



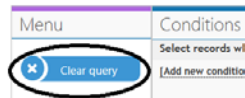
3. Basic Functions – Clear Query, Load Query, Save Query, Execute

LexisNexis will provide left hand navigation of the basic functions for the following items: Clear Query, Load Query, Save Query, and Execute.

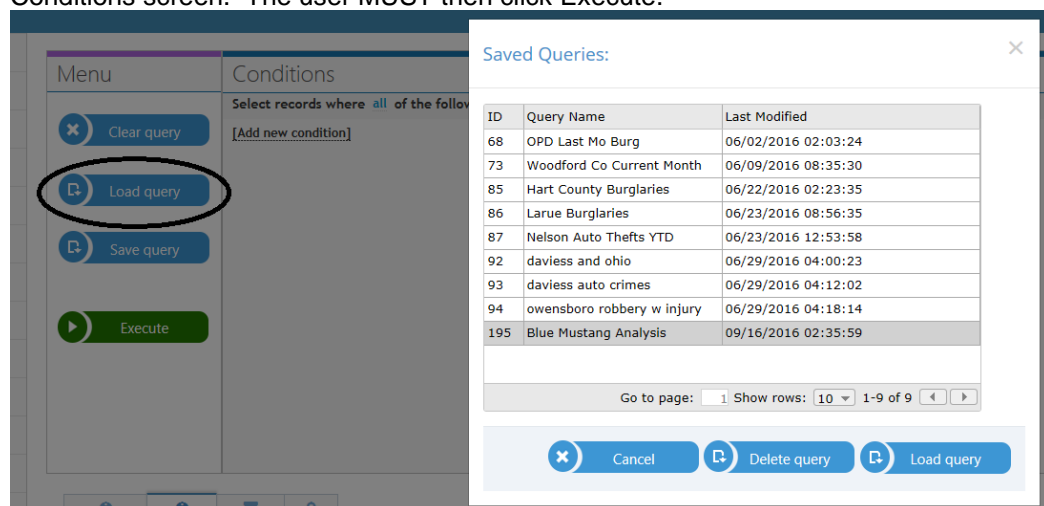


The following is a brief description for the basic functions.

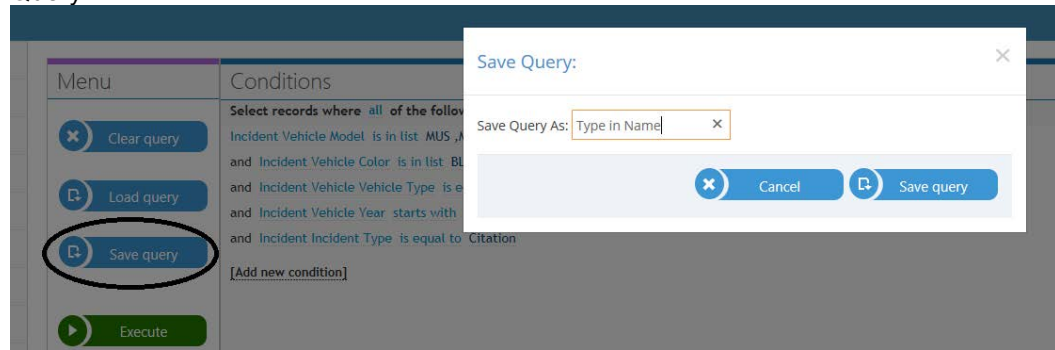
- **Clear Query** resets the Conditions window to the original default setting. IF a previous Query was executed and a Data Set is currently displayed, Clear Query will NOT reset the Data Set. The only way to reset the Data Set is to Execute another Query, log out, or move to another function.



- **Load Query** displays the Saved Queries sub-screen, which lists all user's Saved Queries. Saved Queries are deleted and loaded from this sub-screen. Saved Queries are specific to each individual user and may not be shared. IF a Saved Query is selected and Load Query is clicked, THEN Conditions, Groups, and Operators will populate the Conditions screen. The user MUST then click Execute.



- **Save Query** displays the Save Query sub-screen. This feature is used to save the Query presently in the Conditions sub-section. Simply give the Query a name and click Save Query.



Query is the primary mechanism of a Search Function. It specifies the information to be retrieved. Queries are comprised of Conditions, Groups of Conditions, and Operators.

1. Condition is the general component of a Query.
 - a. Queries are divided into rows and each row is a Condition.
 - b. A Query requires one or more Conditions.
 - c. All Conditions have three basic components (Source, Limit, and Value). These components join together to form a statement.
 - a. Source specifies the location where information is kept. It drills down from Report Type, to Category, to Sub-category (if applicable), and finally to the specific Field. Example: Incident – Property - Vehicle - Color
 - b. Limit restricts information. Limit may also be referred to as a condition, operator, filter, or “Where statement.” Examples: Is Equal To, Is not equal to, Is in List, Contains, Between, Starts With, etc.
 - c. Value is the actual restriction. Example: Vehicle Color Red, Last Name Smith, Street Name Main, or Vehicle Make Ford.
 - d. Condition Examples:
 - a. Vehicle Make / is equal to / Ford
 - b. Incident Date / is between / 9/1/2016 and 9/9/16
 - c. Person Name / contains / Rob
 - e. A Limit always requires at least one Value. However, Values are sometimes automated. The Value still exists; it simply does not require manual entry. For example, Incident Date within this month does not require manual entry of a Value because the system knows what month it is.
2. Group refers to multiple conditions joined together by a common Operator. An Operator change is the most common reason for adding a Group rather than adding another Condition. Different Groups are always joined by AND.
 - a. A Simple Query only has one Group.
 - b. A Complex Query has two or more Groups.

Home » Advanced Search

Menu	Conditions
<div>✕ Clear query</div> <div>↺ Load query</div> <div>↻ Save query</div> <div>▶ Execute</div>	<p>Select records where all of the following apply</p> <p>Incident Date/Time Date Year is equal to 2019</p> <p>and Incident Involved Person Armed With Weapon Type is equal to HANDGUN</p> <p>and Incident Location Roadway Between S... starts with 1234</p> <p>and Collision Collision Unit Fatality is true</p> <p>[Add new condition]</p>

3. Operator modifies and joins Conditions.
 - a. There are four basic types of Operators:
 - a. IS AND
 - b. IS OR
 - c. IS NOT AND
 - d. IS NOT OR.

Home » Advanced Search

Menu	Conditions
<div>✕ Clear query</div> <div>↺ Load query</div> <div>↻ Save query</div> <div>▶ Execute</div>	<p>Select records where all of the following apply</p> <p>Incident Date/Time Date Year is equal to 2019</p> <p>and Incident Involved Person Armed With Weapon Type is equal to HANDGUN</p> <p>and Incident Location Roadway Between S... starts with 1234</p> <p>and Collision Collision Unit Fatality is true</p> <p>[Add new condition]</p>

Summary Results Extract

4. The Advanced Search use all four Operators but will default to IS AND. Changes to the Operator are made in the Header Row.

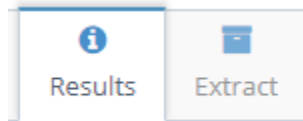
- **Execute** launches the Query presently displayed in the Conditions sub-section.

Menu	Conc
<div>✕ Clear query</div> <div>↺ Load query</div> <div>↻ Save query</div> <div>▶ Execute</div>	<p>Select r</p> <p>[Add new</p>

4. Result Sections

The results will be returned from the custom query and displayed in the following Result Sections. The Result Sections displays the Data Set in a tabular format with two tabs:

- I. **Results Tab**
- II. **Extract Tab**



We will not show the “Advance Search Results” in the upper left hand side of the page. If the user has saved the query and given it a name, the Name will also show up on the upper left hand side of the page.

I. Results Tab

This is where the details of the data set are returned. The Results Tab displays Information in a spreadsheet format with Columns and Rows.

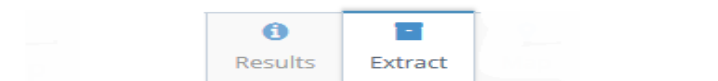
- a. Columns represent fields. Field names are listed in the header row. Displayed fields will vary by Report Type when a single Report Type is selected OR when multiple/all Report Types are selected. Specific columns may or may not apply to a particular Report Type and may be blank. In addition, a column may display different information for different Report Types.
- b. Each row contains field values for a specific Report or Individual. Users may need to scroll right to see all columns.

II. Extract Tab

The Extract Tab is used to export the Data Set. There are three supported extract format options.

- MS Excel
- CSV
- PDF

Extract cannot limit the Data Set and will always export the entire Data Set. Column Filters on the Results Tab do NOT affect the data set from the Extracts.



Data Extract

Specify the type of file to create:

- ☐ MS Excel
- ☐ CSV
- ☐ PDF

5. Mapping of the eDaily data elements to the XML Model.

LexisNexis will work with MSP to map the data elements from eDaily to the Basic Activity Search solution. In addition to the mapping of the data elements, LexisNexis will apply advanced business rule logic to narrow down and/or filter results as possible.

ADVANCED OPTIONS:

1. Manage Output Values

Output Functions allow the user to limit the fields that display in the *Results Tab*. This is done by moving options from the Available Column to the Selected Column and by choosing field from the Pinned Column picklist. Then click Save.

Save changes?

Save Cancel

2. Shared Queries Section

LexisNexis will create a new section within the Admin Portal under Advanced Search for SHARED Queries, where authorized users can access and run shared queries that the eApplications group creates and publishes. Only the eApplications group will have the ability to create, edit, delete and publish queries based on field usage.

In addition, LexisNexis will log a count for each data element that are executed within the Advanced Search Tool.

Deliverables:

As part of this endeavor, LexisNexis will provide the following items:

LexisNexis Deliverables and Task Associated with the eAICS System Proposal:

- Facilitate Design Sessions and a Design Document that details the functionality of the eAICS system.
- Development of the eAICS system capability within the existing eAICS client application.

LexisNexis Proposal Cost:

Basic Activity Search Solution

	Hours	Amount
eDaily Basic Activity Search	360	\$41,400.00
Advanced Options – Managed Output Values	40	\$4,600.00
Advanced Options – Shared Queries Section	120	\$13,800.00
TOTAL Options		\$59,800.00

Contractor shall invoice the State after all deliverables have been formally tested and approved by the State. Any invoices shall be paid in full by the State within thirty (30) days from the invoice date.

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

State of Michigan

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Appendix A

*Example Query Results

Citations/Arrests

	Citations	Counts
Citations-Hazardous	[number of citations/arrests]	[number of counts]
Citations – Non-Hazardous	[number of citations/arrests]	[number of counts]
Verbal Warnings – Hazardous	[number of citations/arrests]	[number of counts]
Verbal Warnings – Non-Hazardous	[number of citations/arrests]	[number of counts]
Original Felony Arrests	[number of citations/arrests]	[number of counts]
Original Misdemeanor Arrests	[number of citations/arrests]	[number of counts]
Fugitive Arrests	[number of citations/arrests]	[number of counts]

Patrol Activities

Activity Type	Hours	Counts
Original Traffic Stops	[Hours]	[Counts]
Total Traffic Stops	[Hours]	[Counts]
Car Assists	[Hours]	[Counts]
Officer Assists	[Hours]	[Counts]
Car Investigated	[Hours]	[Counts]
Property Inspection	[Hours]	[Counts]
Other Patrol Activities		

Investigative Activities

Activity Type	Hours	Counts
Address Check	[Hours]	[Counts]
Background Investigation	[Hours]	[Counts]
Persons Investigated	[Hours]	[Counts]
Non-Patrol Originals	[Hours]	[Counts]
Other Investigative Activities	[Hours]	[Counts]

IV. PROJECT OBJECTIVES

A. Development

Each release will be completed based on a sprint work cycle upon such intervals as mutually agreed by the parties:

1. The Contractor will provide fulltime software developer consultants ("Consultants") to design, develop, and revise the software.
2. All Terms and Conditions of the Master Contract apply unless modified herein this Statement of Work.
3. Review, revise, and planning for each sprint work cycle will be completed monthly.
4. Contractor will work with the State to identify, prioritize and provide ongoing status of the Software during the term of this SOW.

B. General Requirements

i. The Contractor agrees to the following for the SOW Term: **Build, Verification and Development:**

The Contractor will:

- Review all code changes for new code deployed and modified for MSP before such changes go to MSP. All reviews must include execution of a test plan.
- Conduct testing of the new/modified module to ensure that all deployments and modifications integrate with all current and future modules including but not limited to: CVED, eAICS, and eDaily.
- Perform regression testing of all functionality.

ii. Encryption:

The Contractor will use current encryption security standards. The current standards are listed below. Contractor must stay in compliance with future security standards as defined by CJIS Security Policy:

- FIPS 140-2 SSL
- FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- 128 bit encryption, per Public Act 566 of 2006

iii. Session Timeouts:

Sessions will expire after a period of 30 minutes inactivity. This ensures that user sessions are not left idle for an unauthorized person to gain access as defined by CJIS Security Policy.

iv. Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out as defined by SOM Policy:

<http://inside.michigan.gov/dtmb/wr/psp/Documents/1335.00.20%20Active%20Directory%20Password%20Standard.pdf>

v. Failed Login Attempts:

Application logging is required as defined by CJIS Security Policy.

vi. Identity Management System:

If the State requests, and upon written agreement by the parties, the Contractor will configure the application(s) to use the State's identity management system environment to achieve single sign on, when used on a computer connected to MSP's network.

vii. Breach:

If the Contractor becomes aware of any confirmed misuse or unauthorized access to MSP data, the Contractor is required to contact the MSP and DTMB Project Managers immediately and not to exceed a timeframe of more than 24 hours of said incident. The State and Contractor will determine who will be required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web site posting and public media release within 5 days of said breach.

viii. Assignments

Assignments define the type of Daily record that is created and is associated with an Officer's duties.

ix. Activities

Activities are a collection of work done within an assignment.

x. Base Activities

Base activities are activities classified by the State as "core", "essential" or "regularly used". They consist of the following: Arrest, Attempt to Buy, Attempt to Locate, CI Contact, Community Policing, Complaint Review, Court, Intel Check, Interdiction, Interviews, Meeting, Mentoring, Original, Phone Calls/Emails, Post Inspection, Recruiting, Report Writing, Search Warrant, Supplemental Incident, Surveillance, Tip Investigation, Training, Trash Pull, and Work Up.

V. AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with the Contractor.
- Ensure access to systems, resources etc. needed to complete testing and production support activities.
- Ensure access to database and server(s) needed for testing and production support activities assigned.
- Conduct User Acceptance Testing (UAT) and provide Acceptance.
- Provide network and VPN access as necessary.
- Provide specifications and/or requirements.
- Review and provide feedback and acceptance on all deliverables.
- Assist in providing the information needed for the requirements planning and provide approvals in a timely manner to ensure sprints can meet the required deadlines.

VI. ACCEPTANCE CRITERIA

On a bi-weekly basis, the Contractor will provide the State a written progress report on the status of upcoming milestones. Once a milestone is considered completed by the Contractor, it will be made available for acceptance testing to the state. The State will be responsible for reviewing the contents of the delivery for Conformity to the requirements/functional specification. A milestone is not considered complete until the State accepts the milestone. Any non-conformities discovered after acceptance, but before the final milestone, will be fixed by the Contractor.

1. Acceptance Testing.

- A. Acceptance Tests will be conducted to ensure the Software conforms to the requirements set forth in the agreed upon release, including the applicable Specifications and Documentation of each module and complete Software package release. The State may, but is not obligated to perform its own pretest on the software utilizing Contractor's test package. If the State performs a pretest and Contractor's test package does not successfully pass the following activities, the following will be completed:
- The Contractor will provide the State with all test data and test scripts
 - The State is not obligated to transition into formal Acceptance Testing set forth in

this Section.

- The State may elect to return the Contractor's test package for problem correction and retest.
- B. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in this Statement of Work, commence on the Business Day following installation of the Software and be conducted for up to thirty (30) Business Days (the "Testing Period").
- Contractor will make suitable Contractor Personnel available to observe or participate in Acceptance Tests conducted by the State if requested.
 - The State has the right to observe or participate in all or any part of Acceptance Tests conducted by the contractor.
- C. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing. The following Acceptance Test will be performed upon delivery and installation of any Configuration to the Software: 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 this Statement of Work.
- D. If the State discovers a material Non-Conformity ("Non-Conformity") means any failure of any: (a) Software or Documentation to conform to the requirements of this Statement of Work or (b) Software to conform to the requirements of this Statement of Work or the Specifications or Documentation resulting from the tested Software or part or feature of the Software. The following actions will be taken:
- The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor.
 - Contractor will within twenty-one (21) Business Days, correct such Non-Conformity, once the state has provided documented steps to faithfully reproduce non-conformity at which point the acceptance testing will be suspended.
 - When the Non-conformity is corrected, the Acceptance Tests and Testing Period will resume.
- E. The Contractor will be responsible for keeping and making available to the State an issues tracking log, or equivalence, which will tally all issues, time to remediate, dependencies, and steps to remediate the issue. This will become part of the overall Project scope and be referred to for future deployments and modifications.

2. Notices of Completion, Non-Conformities, and Acceptance.

Within five (5) 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. Written notice(s) must include the following information:

- Report describing in detail the tests conducted and the results of such tests,
 - Any uncorrected Non-Conformity in the tested Software.
 - A determination if Non-Conformity will be remediated or be accepted going forward with full documentation as acceptance.
- A. When written notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth herein and below
- B. If such notice is provided by the State and identifies no Non-Conformities, signed notice will constitute the State's Acceptance of such Software. Notice must be signed by both the MSP's Business Owner and Project Manager
- C. If such notice is provided by Contractor and identifies no Non-Conformities, the State will have twenty five (25) Business Days to use the Software in the Operating Environment. The State has sole discretion in determining, whether it is satisfied that the Software contains no Non-Conformities. The State will provide the following as appropriate:

- i. Notification to the Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance, whereupon the parties' rights, remedies and obligations will be as set forth herein and below; or
- ii. Providing Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.
- iii. If non Non-Conformities are identified in writing and no notice is provided within the period, Acceptance will be assumed.

3. 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 provide a remediation strategy to the State within five (5) Business Days. The Contractor and the State will agree, in writing, on a timeline to provide a remedy, time to accept the remedy in a non-production environment and re-deliver within a mutually agreed timeframe the Software, as applicable, Contractor's:

- A. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- B. Receipt of the State's notice under Section 1(A) or 2(C)(i) above, identifying any Non-Conformities.

4. 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 In keeping with number 3 above, the State may, in its sole discretion, by written notice to Contractor:

- A. continue the process set forth in Acceptance Testing;
- B. accept the Software as a nonconforming deliverable, in which case the Payment for such Software will be reduced equitably as agreed to by the parties to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- C. Deem the failure to be a non-curable material breach of this Contract and this Statement of Work and terminate this Statement of Work for cause in accordance with Section 2.152 of the Contract. Nothing in this section shall be deemed to release the State from paying Contractor for any Deliverable that has been approved or accepted pursuant to section 5 below prior to such termination.
- D. If a non-Accepted Non-Conformity is deemed to be a previous Non-Conformity as reflected in the Issues Log which has not been subsequently remediated in later fixes and releases, Contractor will correct the Non-Conformity at no charge to State.

5. Acceptance.

Acceptance ("Acceptance") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under 2(B), or 2(c) (ii) above.

VII. MILESTONES

Milestones are the waypoints that indicate the project is making progress and provides the State opportunity to verify acceptance criteria before the entire application is complete. Using milestones does not impact the overall cost of the project. The determination of the milestone value uses a compounding calculation, rather than effort estimation, to emphasize the completion of the project as a whole.

VIII. SPECIFIC DEPARTMENT STANDARDS

At the request of the State, 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.

IX. PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to MSP's Business Owner and DTMB Project Manager throughout the life of this Statement of Work. Each monthly Progress Report must contain:

1. **Summary:** Indicate a summary of activity during the report period.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasks for the following Month:** Describe activities to be accomplished and deliverables expected during the next reporting period.
4. **Issues and Resolutions:** Indicate major issue/risks/changes, real or perceived, and recommend solutions.

X. PAYMENT

DTMB will pay CONTRACTOR upon receipt of the properly completed invoices, which shall be submitted to the billing address on the State issued purchase order upon completion of each milestone, as agreed to by the parties. DTMB Accounts Payable area will coordinate obtaining Agency Business Owner and DTMB Project Manager approvals. The invoices should reflect actual work completed by payment date, and must be approved by the Agency Business Owner and DTMB Project Manager prior to payment. The invoice must include the Progress Report and associated fees.

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

TRAVEL AND EXPENSES

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

CHANGES TO STATEMENT OF WORK

Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

XI. PROJECT CONTACTS

STATE

The designated Agency Business Owner/Primary Point of Contact is:

F/LT Alan Renz
MSP
7150 Harris Drive
Dimondale, MI

517-648-5871
RenzA1@michigan.gov

The designated DTMB Project Manager is:

Andrew Richards
DTMB EPMO
7150 Harris Drive
Dimondale, MI
517-897-3947
Richardsa4@michigan.gov

The designated DTMB Technical Lead is:

Ramesh Devaram
DTMB Agency Services MSP/DMVA
7150 Harris Drive
Dimondale, MI
517-898-6895
devaramr@michigan.gov

Contractor

The designated Contractor Key Personnel are as follows. Project Manager/Single Point of Contact and all Consultants assigned to complete an agreed upon release will be designated as Key Personnel per Section 2.060 Contract Management of the Master Contract.

Project Manager/Single Point of Contact is:

Mary Roush
Consulting Manager
517.881.4142 Mobile
Mary.Roush@lexisnexisrisk.com

XII. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Contractor will perform services remotely unless otherwise requested by the State.

XIII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

XIV. GENERAL ASSUMPTIONS.

The parties acknowledge that the State's responsibilities and tasks include those set forth in this SOW, and that Contractor's fixed rate for its Services depend upon the State's performance of such obligations. In the event of a delay or failure by the State to meet its obligations, and such failure materially effects Contractor's ability to perform the Services, then the parties will mutually negotiate an equitable adjustment to the implementation schedule or fees pursuant to Section 2.024 of the Master Contract.



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

CONTRACT CHANGE NOTICE

Change Notice Number **12**

to

Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS RISK SERVICES INC	STATE	Program Manager	Various	MSP
	1000 Alderman Drive				
	Alpharetta, GA 30005				
	Salman Anwar		Contract Administrator	Sean Regan	DTMB
	269-615-7949			(517) 243-8459	
	salman.anwar@lexisnexisrisk.com			regans@michigan.gov	
	CV0060187				

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,150,618.76	\$18,400.00	\$13,169,018.76		
DESCRIPTION				
Effective March 29, 2019, the Michigan State Police are adding \$18,400.00, per the attached Statement of Work, for services for the PDF extract for the Data Hub Project. This change notice extends the Statement of Work for services to September 30, 2019 for up to 5 resources. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB	David Roach	517-284-3271	roachd2@michigan.gov

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



February 27, 2019

Quote No.:MSP 02272019

ATTN:

State of Michigan
320 S. Walnut
Lansing, MI 48933

	Description	Hours	Unit Price	Amount
Custom	Consulting Services for the PDF extract for the Data Hub Project	160	\$115.00	\$18,400.00
Quote Subtotal				\$18,400.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Tim Bingham
Timothy.Bingham@lexisnexisrisk.com
502-905-0241

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued

Drill Down Reports Specification Document

Overview

LexisNexis will provide a snapshot of approved eDaily, eCrash and eCitation outputs (PDF format) in a new MS-SQL Server database. The PDF will be equivalent to the PDF that can be downloaded by an MSP user from the Admin Portal at the time the daily, crash report, or citation is completed. The data will be accessible by the MSP from the SQL server located in LexisNexis' DMZ environment, also known as the gateway server.

Database Structure

A new database will be created to persist the PDF data. For future considerations, each data source will have its own table.

The eDaily data will be stored in a table eDailyRenderedReport, with the following structure:

Column Name	Column Type	Index Type	Foreign Key
DailyReportId	Uniqueidentifier	Primary Key	OfficerDaily.dbo.DailyReport.DailyReportId
VersionDate	Datetime	Non-Clustered	OfficerDaily.dbo.DailyReport.VersionDate
RenderDate	Datetime	Clustered	
Report	Varbinary		

The eCrash data will be in a table eCrashRenderedReport, with the following structure:

Column Name	Column Type	Index Type	Foreign Key
ExternalCrashId	int	Primary Key	MiLESS.dbo.CrashHeader.ExternalCrashId
AgencyORI	Varchar	Primary Key	MiLESS.dbo.CrashHeader.AgencyORI
VersionDate	Datetime	Non-Clustered	MiLESS.dbo.CrashHeader.LastUpdateDate
RenderDate	Datetime	Clustered	
Report	Varbinary		

The eCitation data will be in a table eCitationRenderedReport, with the following structure:

Column Name	Column Type	Index Type	Foreign Key
TicketNum	int	Primary Key	MiLESS.dbo.eCitationTicket.TicketNum
AgencyORI	Varchar	Primary Key	MiLESS.dbo.eCitationTicket.AgencyORI
VersionDate	Datetime	Non-Clustered	MiLESS.dbo.eCitationTicket.LastUploadDate
RenderDate	Datetime	Clustered	
Report	Varbinary		

Process Flow

LexisNexis will run a scheduled task periodically in the LexisNexis production environment to generate reports into the respective table with the criteria of:

- Completed Dailies where a DailyReportId does not exist in eDailyRenderedReport or the VersionDate has differed between DailyReport and eDailyRenderedReport.
- Completed Crash Reports where Deleted is False and eCrashRenderedReport does not have a corresponding value in MiLESS.dbo.CrashHeader based on ExternalCrashId + AgencyORI or the LastUpdateDate has differed from the VersionDate. Only reports generated from MSP ORIs will be rendered.
- Citations not voided and eCitationRenderedReport does not have a corresponding eCitationTicket record based on TicketNum and AgencyORI; or has a different LastUploadDate. Only citations generated from MSP ORIs will be rendered.

This set of PDF reports will be rendered using the logic currently used to render Trooper and CVED daily reports, Crash Reports and the Officer Copy of Citations as PDF and Insert/Update the data in the Report column with the current date/time as the RenderDate. Time will be for the Eastern timezone

Testing

LexisNexis will provide an initial “sample” of data for testing purposes. The MSP can either provide a list 1 week before testing begins of specific reports to be rendered by supplying:

- Daily Report Ids
 - ExternalCrashId and AgencyORI
 - TicketNum and AgencyORI
- or LexisNexis will generate a random list of 1000 Dailies, Crashes and Citations to sample and supply the list to the MSP.

Data Storage

LexisNexis will not retain Reports rendered more than 1 month ago – the Report column will be set to null after the RenderDate is more than 1 month in the past to save on storage costs. In the event that dailies need to be re-rendered, the records in the render table can be purged and the scheduled process will restore them.

Deployment

Initially, there will be approximately 1.7 million Dailies, 400K Crash Reports, and 1.25 million Citations to render. This initial volume will be delivered as a complete set in an SQL Backup rather than expecting all of these reports to be pulled from the DMZ server via SQL queries. The DMZ server will not store these initial dailies if there is not enough storage space available.

DR Failover

When LexisNexis is in DR Failover, the DMZ server becomes inaccessible. Daily rendering will be suspended until normal production is restored.

Intended Consumption and Assumptions

It is expected that data will be pulled from the report tables on a periodic basis using the RenderDate from each table as an indicator of data that needs to be downloaded.

CDC will not be used.

Simple Logging will be used on this database to limit the amount of storage for this transient data.

The MSP and DTMB will be responsible for restoring the initial data from an SQL Backup.

The MSP and DTMB will be responsible for pulling and storing the PDF reports. This includes the persistence beyond the 1 month time frame.

The server in the LexisNexis DMZ will not be expected to handle real-time, direct query duties.

Estimated Deliver Timeframe

LexisNexis will provide one (1) development resource to complete the development of the drill down report solution. Development will start immediately once the project is approved. The solution would be ready for MSP beta testing in 4 calendar weeks. If the solution is ready for beta testing sooner, LN will communicate with MSP. As soon as MSP User Acceptance is complete and sign off received, LexisNexis will work with MSP to schedule a date to deploy into Production. This would not need to fall into the regularly scheduled Monthly Production Release (2nd Thursday of each Month).



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **11**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexisrisk.com
	**CV0060187

STATE	Program Manager	Various	DTMB
	Contract Administrator	Sean Regan	DTMB
		(517) 284-6993	
		regans@michigan.gov	

CONTRACT SUMMARY

ECRASH AND ECITATION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	

ALTERNATE PAYMENT OPTIONS

<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input 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"/>		Click here to enter a date.
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,150,618.76		0.00	\$13,150,618.76	

Effective 1/11/2019, the following amendment is hereby incorporated into the contract for the development of additional eAICS, GAR and CVED enhancements that are required to allow all members of MSP to complete more detailed reports and further document criminal activities so that criminal investigations can result in convictions. The electronic data will assist MSP with gathering statistical information for analysis which will allow MSP to function more effectively in their enforcement efforts.

No additional funding is needed at this time; existing funds are adequate to support this change.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB	David Roach	517-284-3271	roachd2@michigan.gov



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET**

IT SERVICES STATEMENT OF WORK

Agreement to Change Contract Number: 071B5500023

Between the State of Michigan and LexisNexis Claims Solutions, Inc.

Project Title: eAICS Development	Period of Coverage: 1/01/2019 – 3/31/2019
Requesting Department: Michigan State Police (MSP)	Date: December 19, 2018
Agency Business Owner Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Andrew Richards	Phone: 517-897-3947

BACKGROUND

Contract 071B5500023 between LexisNexis Claims Solutions, Inc., (“Contractor”) and the State of Michigan (“State”) was originally executed to have the Contractor maintain as-needed iyeCrash and iyeCitation licenses to support electronic Traffic Crash and Citation mobile computing reporting systems (eCrash and eCitation modules) used by Michigan State Police (“MSP”) troopers throughout the State (“Master Contract”).

Section 1.100 Scope of Work and Deliverables of the Master Contract, Subsection 6 allows for “Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)”.

Per Contract Change Notice #1, the Contract allows for the Contractor to host and maintain the MSP developed eDaily application which replaced the State’s Officer Daily System (OD) that is integrated with eCrash and eCitation reporting systems.

The parties desire to enter into this Statement of Work (“SOW”) to provide for Contractor’s continuing development of the Electronic Automated Incident Capture System (“eAICS” or (“Software”) application for the SOW Term. eAICS replaces the current State Automated Incident Capture System as it relates to

the iyeCrash and iyeCitation environment. The parties acknowledge and agree that Sections 2.321 and 2.322 of the Master Contract control Contractor's license to the Deliverables including the eAICS application and Software source code and the license grant to Contractor thereunder shall be perpetual and irrevocable. For the purpose of this SOW, "Deliverable" shall mean the eAICS application delivered as agreed to by the parties. This SOW will also cover any needed work for CVED eapplications, Data Hub application needs, and/or Grant Activity Reporting (GAR).

I. Technical Environment

The Contractor will comply with Section 1.103, Subsections 1 through 5 of the Master Contract.

II. Specific Operating Environment

The following information regarding the MSP technical environment will be relevant to the Contractor:

Platform Specific:

Solution is hosted in the Saginaw County Data Center and supported by Saginaw County IT staff.

The Testing/QA/Production Environment consists of: three (3) - Dell 640 Servers with dual Xeon Scalable Processors, 32 GB Memory, Windows Server 2016 and Microsoft SQL 2016. Two (2) Dell PowerEdge R730XD up to 1.5TB

End User Specific:

Operating System – Microsoft Windows 10

Hardware – Dell Latitude 12 Rugged Extreme Laptop
Panasonic FZ-G1 ToughPad
Dell E6430 ATG Semi-Rugged Laptop
Dell Latitude 12 Rugged Extreme

Open Source Components:

Microsoft .net
CodePlex
CsQuery
SGLite
Saxon-HE
HtmlToOpenXml
Redis

III. PROJECT OBJECTIVE / SCOPE OF WORK

A. Development

Each release will be completed based on a sprint work cycle upon such intervals as mutually agreed by the parties:

1. The Contractor will provide up to five (5) fulltime software developer consultants ("Consultants") to continue to develop, and enhance the eAICS software.

2. All Terms and Conditions of the Master Contract apply unless modified herein this Statement of Work.
3. Planning for each sprint work cycle will be completed by the fifteenth (15th) of every month. If the day falls on a weekend or federal holiday, the next working day will be utilized.
4. Contractor will work with the State to identify, prioritize and provide ongoing status of eAICS application enhancements during the term of this SOW.

In accordance with the specifications provided to Contractor by the State and/or MSP, Contractor will complete the activities listed below for each release. The content of each release must be based on feedback from MSP's Business Owner approver. The requirements and content for each release will be mutually agreed upon by the parties to this SOW in advance to any work starting on such release.

Contractor responsibilities include: Providing direction, input and securing approval from the State for:

- Scope Definition and Prioritization
- Implementation Plan and Schedule
- Specification Gathering and Validation
- Development, including interfaces, configuration, installation, etc.
- Integration, Quality Assurance (QA), Quality Control (QC), and Regression Testing
- Front-End Verification (FEV) Release
- Functional and Administrative Training
- UAT Release and Support
- Production Promotion
- Post Production Release Support
- All Supportive Documentation
- Any changes proposed by the Contractor

B. General Requirements

The Contractor agrees to the following for the SOW Term:

i. Build, Verification and Development:

The Contractor will:

- Review all code changes for new code deployed and modified for MSP before such changes go to MSP. All reviews must include execution of a test plan.
- Conduct testing of the new/modified module to ensure that all deployments and modifications integrate with all current and future modules including but not limited to: eAICS, eCrash, eCitation, and eDaily.
- Perform regression testing of all functionality.

ii. Encryption:

The Contractor will use current encryption security standards. The current standards are listed below. Contractor must stay in compliance with future security standards as defined by CJIS Security Policy:

- FIPS 140-2 SSL

- FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- 128 bit encryption, per Public Act 566 of 2006

iii. Session Timeouts:

Sessions will expire after a period of 30 minutes inactivity. This ensures that user sessions are not left idle for an unauthorized person to gain access as defined by CJIS Security Policy.

iv. Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out as defined by SOM Policy:

<http://inside.michigan.gov/dtmb/wr/psp/Documents/1335.00.20%20Active%20Directory%20Password%20Standard.pdf>

v. Failed Login Attempts:

Application logging is required as defined by CJIS Security Policy.

vi. Identity Management System:

If the State requests, and upon written agreement by the parties, the Contractor will configure the application(s) to use the State's identity management system environment to achieve single sign on, when used on a computer connected to MSP's network.

vii. Breach:

If the Contractor becomes aware of any confirmed misuse or unauthorized access to MSP data, the Contractor is required to contact the MSP and DTMB Project Managers immediately and not to exceed a timeframe of more than 24 hours of said incident. The State and Contractor will determine who will be required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web site posting and public media release within 5 days of said breach.

IV. AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with the Contractor.
- Ensure access to systems, resources etc. needed to complete testing and production support activities.
- Ensure access to database and server(s) needed for testing and production support activities assigned.
- Conduct User Acceptance Testing (UAT) and provide Acceptance.
- Provide network and VPN access as necessary.
- Provide specifications and/or requirements.
- Review and provide feedback and acceptance on all deliverables.
- Assist in providing the information needed for the requirements planning and provide approvals in a timely manner to ensure sprints can meet the required deadlines.

V. ACCEPTANCE CRITERIA

On a monthly basis unless otherwise agreed to by the parties, Contractor will provide status reports listing work performed, tasks completed and detailed time sheet (s). Contractor will invoice monthly at the agreed upon hourly rate as provided in the Master Contract for services and tasks that have been

completed. Contractor will provide a Deliverable Acceptance Form (DAF) that shows the original estimate and actual hours for each specific completed task. Signing the monthly DAF by the MSP's Business Owner signifies State and MSP deliverable acceptance.

VI. Acceptance Testing; Acceptance

1. Acceptance Testing.

- A. Acceptance Tests will be conducted to ensure the Software conforms to the requirements set forth in the agreed upon release, including the applicable Specifications and Documentation of each module and complete Software package release. The State may, but is not obligated to perform its own pretest on the software utilizing Contractor's test package. If the State performs a pretest and Contractor's test package does not successfully pass the following activities, the following will be completed:
 - The Contractor will provide the State with all test data and test scripts
 - The State is not obligated to transition into formal Acceptance Testing set forth in this Section.
 - The State may elect to return the Contractor's test package for problem correction and retest.
- B. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in this Statement of Work, commence on the Business Day following installation of the Software and be conducted for up to thirty (30) Business Days (the "Testing Period").
 - Contractor will make suitable Contractor Personnel available to observe or participate in Acceptance Tests conducted by the State if requested.
 - The State has the right to observe or participate in all or any part of Acceptance Tests conducted by the contractor.
- C. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing. The following Acceptance Test will be performed upon delivery and installation of any Configuration to the Software: 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 this Statement of Work.
- D. If the State discovers a material Non-Conformity ("Non-Conformity") means any failure of any: (a) Software or Documentation to conform to the requirements of this Statement of Work or (b) Software to conform to the requirements of this Statement of Work or the Specifications or Documentation) resulting from the tested Software or part or feature of the Software. The following actions will be taken:
 - The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor.
 - Contractor will within twenty-one (21) Business Days, correct such Non-Conformity.
 - When the non-conformity is corrected, the Acceptance Tests and Testing Period will resume.
- E. The Contractor will be responsible for keeping and making available to the State an issues tracking log which will tally all issues, time to remediate, dependencies, and steps to remediate the issue. This will become part of the overall Project scope and be referred to for future deployments and modifications.

2. 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. Written notice (s) must include

the following information:

- Report describing in detail the tests conducted and the results of such tests,
 - Any uncorrected Non-Conformity in the tested Software.
- A. When written notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth herein and below
- B. If such notice is provided by the State and identifies no Non-Conformities, signed notice will constitute the State's Acceptance of such Software. Notice must be signed by both the MSP's Business Owner and Project Manager
- C. 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. The State has sole discretion in determining, whether it is satisfied that the Software contains no Non-Conformities. The State will provide the following as appropriate:
- i. Notification to the Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance, whereupon the parties' rights, remedies and obligations will be as set forth herein and below; or
 - ii. Providing Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

3. 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 within twenty-one (21) Business Days following, as applicable, Contractor's:

- A. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- B. receipt of the State's notice under Section 1(A) or 2(C)(i) above, identifying any Non-Conformities.

4. 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 in keeping with number 3 above, the State may, in its sole discretion, by written notice to Contractor:

- A. continue the process set forth in Acceptance Testing;
- B. accept the Software as a nonconforming deliverable, in which case the Payment for such Software will be reduced equitably as agreed to by the parties to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- C. Deem the failure to be a non-curable material breach of this Contract and this Statement of Work and terminate this Statement of Work for cause in accordance with Section 2.152 of the Contract. Nothing in this section shall be deemed to release the State from paying Contractor for any Deliverable that has been approved or accepted pursuant to section 5 below prior to such termination.
- D. If a non-Accepted Non-Conformity is deemed to be a previous Non-Conformity as reflected in the Issues Log which has not been subsequently remediated in later fixes and releases, Contractor will correct the Non-Conformity at no charge to State.

5. Acceptance.

Acceptance ("Acceptance") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under 2(B), or 2(c) (ii) above.

VII. SPECIFIC DEPARTMENT STANDARDS

At the request of the State, Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project. LexisNexis staff must pass a Michigan State Police administered name-based and fingerprint based background check *and State of Michigan drug test* prior to assignment to this project. Additionally, each LexisNexis staff member will submit a signed Security Addendum as required by the Federal Bureau of Investigation Criminal Justice Information Services Security Policy and complete modules one through four of the Michigan State Police Criminal Justice Information Services Security Awareness Training upon assignment and every two years thereafter.

VIII. PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to MSP's Business Owner and DTMB Project Manager throughout the life of this Statement of Work. Each monthly Progress Report must contain:

1. **Summary:** Indicate a summary of activity during the report period.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasks for the following Month:** Describe activities to be accomplished and deliverables expected during the next reporting period.
4. **Issues and Resolutions:** Indicate major issue/risks/changes, real or perceived, and recommend solutions.

Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

IX. PAYMENT

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. Contractor will invoice at the hourly rate of One Hundred Fifteen Dollars and 00/100 (\$115.00) for up to five Consultants. DTMB Accounts Payable area will coordinate obtaining Agency Business Owner and DTMB Project Manager approvals. All invoices should reflect actual hours worked, and must be approved by the Agency Business Owner and DTMB Project Manager prior to payment. The invoices must include the Progress Report and associated fees.

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

TRAVEL AND EXPENSES

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

X. PROJECT CONTACTS

STATE

The designated Agency Business Owner/Primary Point of Contact is:

F/LT Alan Renz

MSP

7150 Harris Drive

Dimondale, MI

517-648-5871

RenzA1@michigan.gov

The designated DTMB Project Manager is:

Andrew Richards

DTMB EPMO

7150 Harris Drive

Dimondale, MI

517-897-3947

Richardsa4@michigan.gov

The designated DTMB Technical Lead is:

Ramesh Devaram

DTMB Agency Services MSP/DMVA

7150 Harris Drive

Dimondale, MI

517-898-6895

devaramr@michigan.gov

Contractor

The designated Contractor Key Personnel are as follows. Project Manager/Single Point of Contact and all Consultants assigned to complete an agreed upon release will be designated as Key Personnel per Section 2.060 Contract Management of the Master Contract.

Project Manager/Single Point of Contact is:

Ken Burk

Business Product Manger

678.274.9389 Direct

847.274.0487 Mobile

Ken.burk@lexisnexisrisk.com

XI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Contractor will perform services remotely unless otherwise requested by the State.

XII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

XIII. GENERAL ASSUMPTIONS.

The parties acknowledge that the State's responsibilities and tasks include those set forth in this SOW, and that Contractor's fixed rate for its Services depend upon the State's performance of such obligations. In the event of a delay or failure by the State to meet its obligations, and such failure materially effects Contractor's ability to perform the Services, then the parties will mutually negotiate an equitable adjustment to the implementation schedule or fees pursuant to Section 2.024 of the Master Contract.



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

CONTRACT CHANGE NOTICE

Change Notice Number **10**

to

Contract Number **071B5500023**

CONTRACTOR	LEXISNEXIS CLAIMS SOLUTIONS INC
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Various	MSP
	Contract Administrator	Sean Regan	DTMB
		(517) 284-6993	regans@michigan.gov

CONTRACT SUMMARY				
ECRASH AND ECITATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,952,818.76	\$197,800.00	\$13,150,618.76		
DESCRIPTION				
<p>Effective 9/12/2018, the following amendment is incorporated into this contract per the attached SOW. The value of this contract is increased by \$197,800.00 for the system improvements and changes.</p> <p>Please note the Contract Administrator has been changed to Sean Regan.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval.</p>				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov
DTMB	David Roach	517-284-3271	roachd2@michigan.gov



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B5500023
Between the State of Michigan and LexisNexis, Inc.**

Project Title: eAICS Development	Period of Coverage: 10/01/2018 – 12/31/2018
Requesting Department: Michigan State Police (MSP)	Date: 08/31/2018
Agency Business Owner Alan Renz	Phone: 517-648-5871
DTMB Project Manager: Andrew Richards	Phone: 517-897-3947

BACKGROUND

Contract 071B5500023 between LexisNexis Claims Solutions, Inc., (“Contractor”) and the State of Michigan (“State”) was originally executed to have the Contractor maintain as-needed iyeCrash and iyeCitation licenses to support electronic Traffic Crash and Citation mobile computing reporting systems (eCrash and eCitation modules) used by Michigan State Police (“MSP”) troopers throughout the State (“Master Contract”).

Section 1.100 Scope of Work and Deliverables of the Master Contract, Subsection 6 allows for “Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)”.

Per Contract Change Notice #1, the Contract allows for the Contractor to host and maintain the MSP developed eDaily application which replaced the State’s Officer Daily System (OD) that is integrated with eCrash and eCitation reporting systems.

The parties desire to enter into this Statement of Work (“SOW”) to provide for Contractor’s continuing development of the Electronic Automated Incident Capture System (“eAICS” or (“Software”) application for the SOW Term. eAICS replaces the current State Automated Incident Capture System as it relates to the iyeCrash and iyeCitation environment. The parties acknowledge and agree that Sections 2.321 and 2.322 of the Master Contract control Contractor’s license to the Deliverables including the eAICS application and Software source code and the license grant to Contractor thereunder shall be perpetual

and irrevocable. For the purpose of this SOW, "Deliverable" shall mean the eAICS application delivered as agreed to by the parties.

I. Technical Environment

The Contractor will comply with Section 1.103, Subsections 1 through 5 of the Master Contract.

II. Specific Operating Environment

The following information regarding the MSP technical environment will be relevant to the Contractor:

Platform Specific:

Solution is hosted in the Saginaw County Data Center and supported by Saginaw County IT staff.

The Testing/QA/Production Environment consists of: two (2) - Dell 610 Servers with 4 dual quad cores, 24 GB Memory, Windows 2008 R2 and Microsoft SQL 2008.

End User Specific:

Operating System – Microsoft Windows 7. Transitioning to Windows 10 by 1 October of 2018

Hardware – Dell Latitude 12 Rugged Extreme Laptop
Panasonic FZ-G1 ToughPad
Dell E6430 ATG Semi-Rugged Laptop
Dell Latitude 12 Rugged Extreme

Open Source Components:

Microsoft .net
CodePlex
CsQuery
SGLite
Saxon-HE
HtmlToOpenXml
Redis

III. PROJECT OBJECTIVE / SCOPE OF WORK

A. Development

Each release will be completed based on a sprint work cycle upon such intervals as mutually agreed by the parties:

1. The Contractor will provide fulltime software developer consultants ("Consultants") to continue to develop, and enhance the eAICS software.
2. All Terms and Conditions of the Master Contract apply unless modified herein this Statement of Work.
3. Planning for each sprint work cycle will be completed by the fifteenth (15th) of every month. If the day falls on a weekend or federal holiday, the next working day will be utilized.
4. Contractor will work with the State to identify, prioritize and provide ongoing status of eAICS

application enhancements during the term of this SOW.

In accordance with the specifications provided to Contractor by the State and/or MSP, Contractor will complete the activities listed below for each release. The content of each release must be based on feedback from MSP's Business Owner approver. The requirements and content for each release will be mutually agreed upon by the parties to this SOW in advance to any work starting on such release.

Contractor responsibilities include: Providing direction, input and securing approval from the State for:

- Scope Definition and Prioritization
- Implementation Plan and Schedule
- Specification Gathering and Validation
- Development, including interfaces, configuration, installation, etc.
- Integration, Quality Assurance (QA), Quality Control (QC), and Regression Testing
- Front-End Verification (FEV) Release
- Functional and Administrative Training
- UAT Release and Support
- Production Promotion
- Post Production Release Support
- All Supportive Documentation
- Any changes proposed by the Contractor

Development consists of the below listed features/enhancements which must be completed over the period 10/01/2018 – 12/31/2018. Hours for each specific feature/enhancement are an estimate.

30/6 Month Review 400 hours

Create an automated process that runs daily to search for Incidents that require review by the incident owner. Notifications will be sent based on the state of the Incident, the last activity performed and whether they have been notified. Automated process will need to be able to identify who the current owner is which may or may not be the original officer.

Property Split 200 hours

Within an Incident or in Property Management, allow a user with rights, to split a property – even if the incident is not editable (to support Closed Pending Release of Property) – this will need to persist property journals associated with a property, but support disposing subsets of the property. Quantities and values for the post-splits will need to be captured to reconcile the split.

GAR Other expenses load by date range 80 hours

In Grant Activity – the Other Expenses do not have a way to reload previous expenses. After discussion with FSB, the preferred path would be to set a date range for the Expense records with a default of 30 days.

OH Parser for LEIN 20 hours

Allow data from Premier One and Talon Hooks to be imported to LEMS when the plate is issued by the state of Ohio.

Search and Retrieve 40 hours

On the Incident screen, enable the Search and Retrieve feature to load a different incident but within the same post.

Clipboard feature 300 hours

Add a search along with Full Text in the Incident to search for a person from the eAICS repository and copy certain fields into a new person on the currently loaded incident.

Case Management Skip Grid refresh 160 hours

When the user approves an Incident, do not refresh the grid from the search parameters – instead remove the line-item that was approved. Add conditional error-handling when an incident is already approved. Add support to determine if the approval is from Waiting queue or from Detective Daily queue.

Arrest Detail Report in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Arrest Summary in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Incident Journal in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Property ORI in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Property Group Receipt in SSRS 40 hours

Replace the Razor/Telerik report with SSRS version.

Maximize parameter section of Report & Analytics 8 hours

In Report and Analytics, make the parameters section as large as possible because there are no results to show in the results canvas.

Re-enable splitter on all the Search Screen 32 hours

Add WPF splitter on Search Screen so user can modify how much vertical space is assigned to parameters/results. Will not break Hide Parameters.

File Class Detective Review 160 hours

Add a map to determine what file classes are for Detective Review with customizations based on District or ORI. When an incident is approved in Case Management, based on the ORI of the incident, use the ORI->District->Standard rules to determine if the incident should be considered approved or go to Detective Review.

Database Mapping Assistance for Dashboard 120 hours

Provide database translation and mapping assistance to other vendor resources so that reporting information can be properly displayed in the departments Dashboard software. eApplications information is used to provide a statistical visual display to field members utilizing an existing dashboard process.

Total Hours 1720

Price

Number of Resources: Up to 5

Title: Technical Consultant

Hourly Rate: \$115.00

Total Hours: 1720

Total Cost: \$197,800.00

Revised 4/7/2016

B. General Requirements

The Contractor agrees to the following for the SOW Term:

i. Build, Verification and Development:

The Contractor will:

- Review all code changes for new code deployed and modified for MSP before such changes go to MSP. All reviews must include execution of a test plan.
- Conduct testing of the new/modified module to ensure that all deployments and modifications integrate with all current and future modules including but not limited to: eAICS, eCrash, eCitation, and eDaily.
- Perform regression testing of all functionality.

ii. Encryption:

The Contractor will use current encryption security standards. The current standards are listed below. Contractor must stay in compliance with future security standards as defined by CJIS Security Policy:

- FIPS 140-2 SSL
- FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- 128 bit encryption, per Public Act 566 of 2006

iii. Session Timeouts:

Sessions will expire after a period of 30 minutes inactivity. This ensures that user sessions are not left idle for an unauthorized person to gain access as defined by CJIS Security Policy.

iv. Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out as defined by SOM Policy:

<http://inside.michigan.gov/dtmb/wr/psp/Documents/1335.00.20%20Active%20Directory%20Password%20Standard.pdf>

v. Failed Login Attempts:

Application logging is required as defined by CJIS Security Policy.

vi. Identity Management System:

If the State requests, and upon written agreement by the parties, the Contractor will configure the application(s) to use the State's identity management system environment to achieve single sign on, when used on a computer connected to MSP's network.

vii. Breach:

If the Contractor becomes aware of any confirmed misuse or unauthorized access to MSP data, the Contractor is required to contact the MSP and DTMB Project Managers immediately and not to exceed a timeframe of more than 24 hours of said incident. The State and Contractor will determine who will be required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web

site posting and public media release within 5 days of said breach.

IV. AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with the Contractor.
- Ensure access to systems, resources etc. needed to complete testing and production support activities.
- Ensure access to database and server(s) needed for testing and production support activities assigned.
- Conduct User Acceptance Testing (UAT) and provide Acceptance.
- Provide network and VPN access as necessary.
- Provide specifications and/or requirements.
- Review and provide feedback and acceptance on all deliverables.
- Assist in providing the information needed for the requirements planning and provide approvals in a timely manner to ensure sprints can meet the required deadlines.

V. ACCEPTANCE CRITERIA

On a monthly basis unless otherwise agreed to by the parties, Contractor will provide status reports listing work performed, tasks completed and detailed time sheet (s). Contractor will invoice monthly at the agreed upon hourly rate as provided in the Master Contract for services and tasks that have been completed. Contractor will provide a Deliverable Acceptance Form (DAF) that shows the original estimate and actual hours for each specific completed task. Signing the monthly DAF by the MSP's Business Owner signifies State and MSP deliverable acceptance.

VI. Acceptance Testing; Acceptance

1. Acceptance Testing.

- A. Acceptance Tests will be conducted to ensure the Software conforms to the requirements set forth in the agreed upon release, including the applicable Specifications and Documentation of each module and complete Software package release. The State may, but is not obligated to perform its own pretest on the software utilizing Contractor's test package. If the State performs a pretest and Contractor's test package does not successfully pass the following activities, the following will be completed:
 - The Contractor will provide the State with all test data and test scripts
 - The State is not obligated to transition into formal Acceptance Testing set forth in this Section.
 - The State may elect to return the Contractor's test package for problem correction and retest.
- B. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in this Statement of Work, commence on the Business Day following installation of the Software and be conducted for up to thirty (30) Business Days (the "Testing Period").
 - Contractor will make suitable Contractor Personnel available to observe or participate in Acceptance Tests conducted by the State if requested.
 - The State has the right to observe or participate in all or any part of Acceptance Tests conducted by the contractor.
- C. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing. The following Acceptance Test will be performed upon delivery and installation of any Configuration to the Software: 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 this Statement of Work.

- D. If the State discovers a material Non-Conformity ("Non-Conformity") means any failure of any: (a) Software or Documentation to conform to the requirements of this Statement of Work or (b) Software to conform to the requirements of this Statement of Work or the Specifications or Documentation)resulting from the tested Software or part or feature of the Software. The following actions will be taken:
- The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor.
 - Contractor will within twenty-one (21) Business Days, correct such Non-Conformity.
 - When the non-conformity is corrected, the Acceptance Tests and Testing Period will resume.
- E. The Contractor will be responsible for keeping and making available to the State an issues tracking log which will tally all issues, time to remediate, dependencies, and steps to remediate the issue. This will become part of the overall Project scope and be referred to for future deployments and modifications.

2. 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. Written notice (s) must include the following information:

- Report describing in detail the tests conducted and the results of such tests,
 - Any uncorrected Non-Conformity in the tested Software.
- A. When written notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth herein and below
- B. If such notice is provided by the State and identifies no Non-Conformities, signed notice will constitute the State's Acceptance of such Software. Notice must be signed by both the MSP's Business Owner and Project Manager
- C. 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. The State has sole discretion in determining, whether it is satisfied that the Software contains no Non-Conformities. The State will provide the following as appropriate:
- i. Notification to the Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance, whereupon the parties' rights, remedies and obligations will be as set forth herein and below; or
 - ii. Providing Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

3. 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 within twenty-one (21) Business Days following, as applicable, Contractor's:

- A. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- B. receipt of the State's notice under Section 1(A) or 2(C)(i) above, identifying any Non-Conformities.

4. 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 In keeping with number 3 above, the State may, in its sole discretion, by written notice to Contractor:

- A. continue the process set forth in Acceptance Testing;
- B. accept the Software as a nonconforming deliverable, in which case the Payment for such Software will be reduced equitably as agreed to by the parties to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- C. Deem the failure to be a non-curable material breach of this Contract and this Statement of Work and terminate this Statement of Work for cause in accordance with Section 2.152 of the Contract. Nothing in this section shall be deemed to release the State from paying Contractor for any Deliverable that has been approved or accepted pursuant to section 5 below prior to such termination.
- D. If a non-Accepted Non-Conformity is deemed to be a previous Non-Conformity as reflected in the Issues Log which has not been subsequently remediated in later fixes and releases, Contractor will correct the Non-Conformity at no charge to State.

5. Acceptance.

Acceptance ("Acceptance") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under 2(B), or 2(c) (ii) above.

VII. SPECIFIC DEPARTMENT STANDARDS

At the request of the State, 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.

VIII. PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to MSP's Business Owner and DTMB Project Manager throughout the life of this Statement of Work. Each monthly Progress Report must contain:

- 1. **Summary:** Indicate a summary of activity during the report period.
- 2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- 3. **Planned Tasks for the following Month:** Describe activities to be accomplished and deliverables expected during the next reporting period.
- 4. **Issues and Resolutions:** Indicate major issue/risks/changes, real or perceived, and recommend solutions.

Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

IX. PAYMENT

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 Business Owner and DTMB Project Manager approvals. All invoices should reflect actual hours worked, and must be approved by the Agency Business Owner and DTMB Project Manager prior to payment. The invoices must include the Progress Report and associated fees.

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

TRAVEL AND EXPENSES

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

X. PROJECT CONTACTS

STATE

The designated Agency Business Owner/Primary Point of Contact is:

F/LT Alan Renz

MSP

7150 Harris Drive

Dimondale, MI

517-648-5871

RenzA1@michigan.gov

The designated DTMB Project Manager is:

Andrew Richards

DTMB EPMO

7150 Harris Drive

Dimondale, MI

517-897-3947

Richardsa4@michigan.gov

The designated DTMB Technical Lead is:

Ramesh Devaram

DTMB Agency Services MSP/DMVA

7150 Harris Drive

Dimondale, MI

517-898-6895

devaramr@michigan.gov

Contractor

The designated Contractor Key Personnel are as follows. Project Manager/Single Point of Contact and all Consultants assigned to complete an agreed upon release will be designated as Key Personnel per Section 2.060 Contract Management of the Master Contract.

Project Manager/Single Point of Contact is:

Ken Burk
Business Product Manger
678.274.9389 Direct
847.274.0487 Mobile
Ken.burk@lexisnexisrisk.com

XI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Contractor will perform services remotely unless otherwise requested by the State.

XII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

XIII. GENERAL ASSUMPTIONS.

The parties acknowledge that the State's responsibilities and tasks include those set forth in this SOW, and that Contractor's fixed rate for its Services depend upon the State's performance of such obligations. In the event of a delay or failure by the State to meet its obligations, and such failure materially effects Contractor's ability to perform the Services, then the parties will mutually negotiate an equitable adjustment to the implementation schedule or fees pursuant to Section 2.024 of the Master Contract.

LexisNexis Claims Solutions Inc.

State of Michigan


(Signature)
William S. Madison
Executive Vice President

(Typed or Printed Name and Title)

09/07/2018
(Date)


(Signature)

Sean Regan, Category Analyst
(Typed or Printed Name and Title)

9/13/2018
(Date)



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 **9**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexisrisk.com
	CV0060187

STATE	Program Manager	Multi	MULTI
		Multi	
		Multi	
	Contract Administrator	Timothy Taylor	DTMB
		(517) 249-0395	
		taylor27@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION FOR MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,952,818.76	\$0.00	\$12,952,818.76		
DESCRIPTION				
Effective 6/1/2018, the program managers have been updated as follows:				
MSP PM:	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov	
DTMB PM:	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov	
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Ramesh Devaram	517-898-6895	DevaramR@michigan.gov
MSP	Dawn Brinningstaull	517-284-3054	BrinningstaullD@michigan.gov



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 **8**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexisrisk.com
	*****6168

STATE	Program Manager	David Roach	MSP
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	Timothy Taylor	DTMB
		(517) 284-7000	
		taylor27@michigan.gov	

CONTRACT SUMMARY

ECRASH AND ECITATION FOR MSP

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input 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"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,577,939.76	\$5,374,879.00	\$12,952,818.76		

DESCRIPTION

Effective 1/23/2018 the following changes are incorporated in the contract.

This Change Notice allocates an additional \$5,374,879.00 for the following:

Per CN 7: Fixed annual fee for eAICS/Non-CVED Dailies Support and Maintenance costs:

The Contractor will invoice on an annual Fiscal Year basis.

10/1/17-9/30/18: \$1,002,501.00

10/1/18-9/30/19: \$1,002,501.00

10/1/19-9/30/20: \$1,002,501.00

Total allocated cost for 3 Years: \$3,007,503.00

Per Attachment A: Pricing, Table 1 and Table 2 of the Contract, eCrash (previously known as iyeCrash) and eCitation (previously known as iyeCitation) Software and Maintenance estimated true-up costs for the time period of 10/1/17-9/30/20. The Contractor will invoice on an annual Fiscal Year basis. The State reserves the right to reduce or increase the software and maintenance count per year.

Estimated True-up Software:

10/1/17-9/30/20: \$1,272,000.00 (total of 1,600 licenses for eCrash and eCitation at \$795.00 each)

Estimated True-up Maintenance:

10/1/17-9/30/20: \$1,091,376.00 (total of 3,816 eCrash and eCitation licenses requiring Maintenance at \$143.00 each)

Total allocated cost for 3 Years: \$2,363,376.00

Per Attachment A: Pricing; Table 3 of the Contract, Escrow fixed costs:

The Contractor will invoice on an annual Fiscal Year basis. The State reserves the right to continue Escrow services after 9/30/19 at an annual cost of \$2,000.00.

10/1/17-9/30/18: \$2,000.00

10/1/18-9/30/19: \$2,000.00

Total allocated cost for 2 Years: \$4,000.00

Please note the Program Manager has been changed to Alan Renz

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB Procurement and State Administrative board January 23, 2018.



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 Revised

to

Contract Number 071B5500023

CONTRACTOR	Lexis Nexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB-IT
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION FOR MSP				
INITIAL EFFECTIVEDATE	INITIAL EXPIRATIONDATE	INITIAL AVAILABLEOPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENTOPTIONS			EXTENDEDPURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGENOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Year	<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGENOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,262,339.76	\$1,315,600.00	\$7,577,939.76		
DESCRIPTION				

Revised CN7 to fix error in current value and Estimated Aggregate Contract Value

Effective 9/12/2017, the State adds funding and exercises the remaining two option years. The new contract expiration date is September 30, 2020. This Change Notice is for the establishment of a maintenance agreement for the post-production support of the Electronic Automated Incident Capture System and State services for the continued support for the eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies) as per the attached Statement of Work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, agency agreement and DTMB procurement and State Administrative Board approval September 12, 2017.

Change Notice No. 7 to Contract No. 071B5500023 Statement of Work

This Change Notice No. 7 to Contract No. 071B5500023 is entered into this 12th day of September 2017 (“Effective Date”) between the State of Michigan, Department of Technology, Management and Budget on behalf of the Michigan State Police the State and LexisNexis Claims Solutions Inc.

I. Background.

Under Change Notice No. 3 for eAICS and Change Notice No. 1 for CVED Daily respectively, to the Contract, Contractor is providing the State services for the continuing development of the Electronic Automated Incident Capture System (“**eAICS**”), and State services for the continued support for the eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies developed by Contractor for the State). The parties agreed under Change Notice No. 3 to enter into a separate support and maintenance agreement to outline Contractor’s post-production support and maintenance obligations and associated pricing. This Change Notice will act as the post-production support and maintenance agreement for the eAICS, eDaily, CVED Daily and future dailies developed by Contractor.

II. Support and Maintenance Agreement.

The parties agree as follows:

Definitions. For purposes of this Change Notice, the following terms have the meanings set forth below. All initial capitalized terms in this Change Notice that are not defined in this **Section II** or the preamble to this Change Notice shall have the respective meanings given to them in the Contract.

“Business Day” means a day other than a Saturday, Sunday or State or LexisNexis recognized legal holiday, from 8:00 a.m. eastern standard time (EST) through 5:00 p.m. EST.

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in section IV.d to this Change Notice to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more senior positions to provide the support sought.

“Documentation” means all manuals, including all user manuals, operating manuals, technical manuals and software 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 eAICS, the eDaily, CVED Daily and other Dailies.

“Enhancement(s)” means a modification or addition that, when made or added to the eAICS or eDaily, materially changes its utility, efficiency, functional capability, or application, and is specifically requested by the State through the Change Control Process outlined in the Contract.

“Error” means any failure or error referred to in the Service Level Table and directly conflicts with Documentation.

“Maintenance Release” means a revision or patch to the eAICS, the eDaily CVED Daily and other Dailies that improves the functionality of the application, but does not contain any Enhancements.

“Resolve” and the correlative terms, “Resolved”, “Resolving” and “Resolution” each have the meaning set forth in Section IV.b.

“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 severity levels 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 IV.b.

“Severity Level 1 Error” has the meaning set forth in the Service Level Table.

“Severity Level 2 Error” has the meaning set forth in the Service Level Table.

“Severity Level 3 Error” has the meaning set forth in the Service Level Table.

“State Cause” means any of the following causes of an Error: (a) a State server hardware problem; (b) a desktop/laptop and/or hardware problem; (c) a State network communication problem; (d) an isolated workstation issue; (e) a MICR submission issue or (f) a State Systems problem.

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

“Support Fees” has the meaning set forth in Section VII.

“Support Hours” means Business Day Contractor will have assistance available to State.

“Support Period” means the period of time beginning upon execution of this Change Notice No. 7 until the expiration or termination of Contract No. 071B5500023 and all extensions and future options that can be exercised by the State.

“Support Request” has the meaning set forth in Section V.a.

“Support Services” means Contractor's support of the eAICS, the eDaily, CVED Daily and other Dailies developed by Contractor.

III. Maintenance.

- a. Maintenance Releases. Provided that the State is current on its Support Fees, during the Support Period, the Contractor shall provide the State, at no additional charge, with all Maintenance Releases for the eAICS and eDaily. An annual maintenance schedule will be provided within 30 days of the first maintenance period. Annual maintenance for eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies developed by Contractor for the State) includes, but is not limited to, if applicable, period load testing, checking for messages requiring manual intervention such as suspended messages (reliability check), verification of back-ups, the monitoring of RAID alarms, the updating of the operating system, the updating of the control panel, checking and installing applications updates, checking for hardware failures, checking for server utilization, the period review of user accounts, and the force changing of passwords.
 - b. Additional maintenance specific to security, legislative or policy updates will also be provided. This includes, but is not limited to, security patching, zero-day vulnerabilities identified by penetration testing (conducted by the State, or external vendors designated the State's proxy to conduct security assessment of the State's systems), vulnerabilities that have been identified due to subsequent updates, security updates in order to be compliant with current or future updates to iterations and/or addendums specific to policies advocated by the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems (CJIS), updating to be responsive to high-availability testing for the MSP's network architecture, and possible updating of source code, of either application (eDaily or eAICS), to respond to, and take advantage of, an updated network/server framework or new releases to server-side/ client software. Specifically, any updates to the eAICS or the eDaily related to CJIS policy or enhancements related directly to Law Enforcement Personnel safety will be considered maintenance and be classified as severity level 3 and 2 respectively. Furthermore Contractor will provide software refresh every 5 years that will include the following; Operating System Compatibility (Version N-1), SQL Server Compatibility (Version N-1), 3rd party libraries Compatibility (Version N-1), platform migration/porting to the latest Contractor data collection tool (web technologies, HTML5/Javascript).
 - c. Installation. The State must approve the installation of any Maintenance Release. The Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release, which has been developed and tested by Contractor. Upon written request of the State, Contractor shall also provide the source code for both applications (eDaily and eAICS) for review by the State for security testing and compatibility.
- IV. Support Services. 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 Change Notice and the Contract, including the Service Levels and other Contractor obligations set forth in Change Notice IV.

a. Support Service Responsibilities.

i. Contractor shall:

1. provide unlimited telephone support during all Support Hours;
2. respond to and Resolve all Support Requests in accordance with the Service Levels;
3. provide unlimited remote Second Line Support to the State during all Support Hours;
4. provide on premise Second Line Support to the State if remote Second Line Support will not Resolve the Error; and
5. 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.

b. 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 in the UAT/Staging environment and that the State has confirmed in writing that such correction will fix the Error, regardless of whether the State approves the deployment. 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:

Severity Level of Error	Definition	Required Service Level Response Time	Required Service Level Resolution Time
1 2/8 hours	<p>Business Critical Failures:</p> <p>(a) Complete System Outage. Inability to login;</p> <p>(b) eAICS or eDaily module inaccessible; or</p> <p>(c) inability to pull Incident number</p> <p>(d) Classified by the State as a Severity Level of Error 1 and agreed upon by Contractor.</p> <p>A Business Critical Failure must impact all users in all locations.</p>	<p>Level 1 Response: The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the Support Request via email to the State within two (2) hours of receipt of the email as provided above.</p>	<p>Contractor shall Resolve the Support Request as practicable and no later than eight (8) hours after Contractor's receipt of the Support Request.</p> <p>If the State and Contractor agree to resolve the Support Request by way of a work-around, the severity level assessment will be reduced to a Severity Level of Error 2, until a permanent solution is agreed upon by both parties.</p> <p>This “work-around” will be agreed upon by both parties in writing prior to implementation.</p> <p>The Contractor will provide any training and updates on end user functionality, due to the “work-around,” to the State.</p>
2 1-day/2-days	<p>System Defect with Work-around:</p> <p>(a) a Severity Level 1 Error for which the State has received, within the Resolution time for Severity Level 1 Errors, a work-around that the State has accepted</p>	<p>The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than two (2) Business Days after the State's written acceptance of a Severity Level 1 Error work-around or the Contractor's receipt of the Support Request, where applicable.</p>

	<p>in writing; or</p> <p>(b) performance issues of severe nature impacting critical processes for all users caused by the Contractor, or applications (eDaily or eAICS) which must be resolved.</p>	<p>shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State.</p> <p>Level 2 Response:</p> <p>Contractor will provide,</p> <p>(a) The State receipt of the acceptance of a Severity Level 1 Error work-around, within twenty-four (24) hours of receipt of the email from the State as provided above, which allows the State to confirm that they have accepted a work around.</p> <p>(b) The State with confirmation of receipt of a level 2 support request within twenty-four (24) hours from the time Contractor receives the email from the State as provided above.</p>	
--	---	--	--

<p>3</p> <p>2 days/3 weeks+</p>	<p>Minor Error:</p> <p>An isolated or minor Error in the eAICS or eDaily application that meets each of the following requirements:</p> <p>(a) does not significantly affect aAICS or eDaily functionality;</p> <p>(b) can or does impair or disable only certain non-essential eAICS or eDaily functions;</p> <p>(c) does not materially affect the State's use of the eAICS or eDaily application;</p>	<p>The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State. within two (2) Business Days.</p> <p>Level 3 Response:</p> <p>Contractor will provide the State with written confirmation of receipt of a level 3 Support Request within two (2) Business Days from the time Contractor receives the email from the State as provided above.</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and within a three-week timeframe or a timeframe mutually agreed upon by Contractor and the State, after Contractor's receipt of the Support Request.</p>
--	---	--	--

- c. Escalation to Parties' Project Managers. 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 parties' respective Project Managers and then to their respective Contract Administrators.

- d. Point of Contacts and Escalation.

Role	Service	Escalation Level	Contact Information
Customer Operations	1. Technical support 2. Performance issues 3. Data issues 4. Monthly Reporting 5. General Questions	Primary	Telephone Number: 888-949-3835 Email: iyeTek.support@lexisnexisrisk.com
		1 st Escalation	Donley Hall Manager, Customer Operations Office 678-694-6415 Mobile 678-643-1071 Email: donley.hall@lexisnexisrisk.com
		2 nd Escalation	Julie Wylie Director, Customer Operations Office 678-694-6795 Mobile 770-722-9449 Email: julie.wylie@lexisnexisrisk.com
Project/Contracts Manager	5. Overall account responsibility	Primary	Onsite Support (TBD)
		1 st Escalation	Ken Burk Project Manager, Professional Services Direct: (678) 274-9389 Email: ken.burk@lexisnexisrisk.com

- e. 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.
- f. Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:
- 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; and
 - its Service Level performance, including Service Level response and Resolution times;
 - the Service Credits to which the State has become entitled.

V. Support Requests and State Obligations.

- a. 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 severity level numbers and

definitions of the Service Level Table (each a "**Support Request**"). The State shall notify Contractor of each Support Request by telephone. Supporting information can be provided by email. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

- b. **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. remote access to the State Systems, and if necessary, 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.
 - iv. system should meet minimum required specifications such as a secondary disaster recovery environment and minimum client hardware requirements.

VI. Service Credits.

- a. **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.

Severity of Error	Level	Service Credits	Service Credits
		For Response Time Service Level Failures	For Resolution Time ServiceLevel Failures
1		<p>An amount equal to 2.5% of the then current annual Support Fee for each hour by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p>	<p>An amount equal to 2.5% of the then current annual Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the</p>

	<p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
2	<p>An amount equal to 2.5% of the then current annual 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 response exceeds the required Level 2 response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for</p>	<p>An amount equal to 2.5% of the then current annual 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.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at</p>

	<p>both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
3	<p>An amount equal to 1% of the then current annual Support Fee for each week by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 5% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>An amount equal to 1% of the then current annual Support Fee for each week by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 5% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>

- b. **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.

- c. Issuance of Service Credits. Contractor shall, for each invoice period under the Contract, 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.
 - d. Additional Remedies for Service Level Failures. Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors or Severity Level 2 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 VI, the State may at its option:
 - i. use any previous version or release of the Software in which such Severity Level 1 or Severity Level 2 Error does not occur or can be worked around if the then-current Software exhibits an un-Resolved Severity Level 1 Error or un-Resolved Severity Level 2 Error, and Contractor shall perform all Support Services for such previous version or release until the Contractor Resolves such Severity Level 1 Error or Severity Level 2 Error for the then-current Software; and
 - ii. obtain such other remedies as may be available to it under this Schedule, the Contract or otherwise at law or in equity, including the right to terminate the Contract for cause in accordance with Section [15.1] of the Contract.
- VII. Fees. In consideration of Contractor's performance of the Support Services in accordance with the terms and conditions of this Change Notice and the Contract, the State shall pay to Contractor the fees set forth in the attached Schedule A (the "Support Fees"). Payment to Contractor of the Support Fees pursuant to this Section VII will constitute payment in full for the performance of the Support Services and the State will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Change Notice are firm and will not be modified during the Support Period. Contractor shall invoice the State the Support Fees provided below on the Effective Date of this Change Notice and shall be due on the annual anniversary of the Effective Date each year thereafter. For 2017 only, Contractor shall invoice the State for Support Services for July 1, 2017 through September 30, 2018. Each year thereafter, Contractor shall invoice the State for Support Services for the October 1st through September 30th period.
- VIII. Term. This Change Notice shall take effect on the Effective Date and shall continue until the expiration or termination of Contract No. 071B5500023 and all extensions and future options that can be exercised by the State unless otherwise terminated in accordance with the terms of the Agreement.
- IX. Communications. In addition to the mechanisms for giving notice specified in Section 2.025 of the Contract, unless expressly specified otherwise in this Change Notice or the Contract, the parties may use e-mail for communications on any matter referred to herein.

SCHEDULE A

The parties agree that the below pricing is discounted, and is based on State's representation that it will consider entering into a Change Notice to outline the development of additional "Team Dailies" in addition to the Team Daily for CVED provided for in Change Notice No. 1.

Additionally, Contractor agrees to complete the Team Daily 2.0 for CVED ("CVED 2.0") which was outlined in the Comprehensive Requirements Document ("CRD") approved by the State on August 18, 2017. Any changes to the CRD referenced herein shall be agreed to by both parties in writing. Following the execution of this Change Notice, the parties shall negotiate and execute a change notice outlining the parties' respective obligations for CVED 2.0.

	July 1, 2017-September 30, 2017	October 1st-September 30st*
eAICS/Non-CVED Dailies	\$250,625.25	\$1,002,501.00
CVED Daily	\$12,494.75	\$49,979.00

*This contract expires September 30, 2020; however, in the event the parties extend this contract beyond that date, this annual price shall be firm through September 30, 2022.



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 **071B5500023**

CONTRACTOR	Lexis Nexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB-IT
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION FOR MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Year	<input type="checkbox"/>		September 30, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,883,339.76	\$1,315,600.00	\$7,198,939.76		
DESCRIPTION				

Effective 9/12/2017, the State adds funding and exercises the remaining two option years. The new contract expiration date is September 30, 2020. This Change Notice is for the establishment of a maintenance agreement for the post-production support of the Electronic Automated Incident Capture System and State services for the continued support for the eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies) as per the attached Statement of Work. All other terms, conditions, specifications and pricing remain the same. Per Contractor, agency agreement and DTMB procurement and State Administrative Board approval September 12, 2017.

Change Notice No. 7 to Contract No. 071B5500023 Statement of Work

This Change Notice No. 7 to Contract No. 071B5500023 is entered into this 12th day of September 2017 (“Effective Date”) between the State of Michigan, Department of Technology, Management and Budget on behalf of the Michigan State Police the State and LexisNexis Claims Solutions Inc.

I. Background.

Under Change Notice No. 3 for eAICS and Change Notice No. 1 for CVED Daily respectively, to the Contract, Contractor is providing the State services for the continuing development of the Electronic Automated Incident Capture System (“**eAICS**”), and State services for the continued support for the eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies developed by Contractor for the State). The parties agreed under Change Notice No. 3 to enter into a separate support and maintenance agreement to outline Contractor’s post-production support and maintenance obligations and associated pricing. This Change Notice will act as the post-production support and maintenance agreement for the eAICS, eDaily, CVED Daily and future dailies developed by Contractor.

II. Support and Maintenance Agreement.

The parties agree as follows:

Definitions. For purposes of this Change Notice, the following terms have the meanings set forth below. All initial capitalized terms in this Change Notice that are not defined in this **Section II** or the preamble to this Change Notice shall have the respective meanings given to them in the Contract.

“Business Day” means a day other than a Saturday, Sunday or State or LexisNexis recognized legal holiday, from 8:00 a.m. eastern standard time (EST) through 5:00 p.m. EST.

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in section IV.d to this Change Notice to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more senior positions to provide the support sought.

“Documentation” means all manuals, including all user manuals, operating manuals, technical manuals and software 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 eAICS, the eDaily, CVED Daily and other Dailies.

“Enhancement(s)” means a modification or addition that, when made or added to the eAICS or eDaily, materially changes its utility, efficiency, functional capability, or application, and is specifically requested by the State through the Change Control Process outlined in the Contract.

“Error” means any failure or error referred to in the Service Level Table and directly conflicts with Documentation.

“Maintenance Release” means a revision or patch to the eAICS, the eDaily CVED Daily and other Dailies that improves the functionality of the application, but does not contain any Enhancements.

“Resolve” and the correlative terms, “Resolved”, “Resolving” and “Resolution” each have the meaning set forth in Section IV.b.

“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 severity levels 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 IV.b.

“Severity Level 1 Error” has the meaning set forth in the Service Level Table.

“Severity Level 2 Error” has the meaning set forth in the Service Level Table.

“Severity Level 3 Error” has the meaning set forth in the Service Level Table.

“State Cause” means any of the following causes of an Error: (a) a State server hardware problem; (b) a desktop/laptop and/or hardware problem; (c) a State network communication problem; (d) an isolated workstation issue; (e) a MICR submission issue or (f) a State Systems problem.

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

“Support Fees” has the meaning set forth in Section VII.

“Support Hours” means Business Day Contractor will have assistance available to State.

“Support Period” means the period of time beginning upon execution of this Change Notice No. 7 until the expiration or termination of Contract No. 071B5500023 and all extensions and future options that can be exercised by the State.

“Support Request” has the meaning set forth in Section V.a.

“Support Services” means Contractor's support of the eAICS, the eDaily, CVED Daily and other Dailies developed by Contractor.

III. Maintenance.

- a. Maintenance Releases. Provided that the State is current on its Support Fees, during the Support Period, the Contractor shall provide the State, at no additional charge, with all Maintenance Releases for the eAICS and eDaily. An annual maintenance schedule will be provided within 30 days of the first maintenance period. Annual maintenance for eDaily (including Michigan State Trooper Daily, CVED Daily, and any future dailies developed by Contractor for the State) includes, but is not limited to, if applicable, period load testing, checking for messages requiring manual intervention such as suspended messages (reliability check), verification of back-ups, the monitoring of RAID alarms, the updating of the operating system, the updating of the control panel, checking and installing applications updates, checking for hardware failures, checking for server utilization, the period review of user accounts, and the force changing of passwords.
 - b. Additional maintenance specific to security, legislative or policy updates will also be provided. This includes, but is not limited to, security patching, zero-day vulnerabilities identified by penetration testing (conducted by the State, or external vendors designated the State's proxy to conduct security assessment of the State's systems), vulnerabilities that have been identified due to subsequent updates, security updates in order to be compliant with current or future updates to iterations and/or addendums specific to policies advocated by the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems (CJIS), updating to be responsive to high-availability testing for the MSP's network architecture, and possible updating of source code, of either application (eDaily or eAICS), to respond to, and take advantage of, an updated network/server framework or new releases to server-side/ client software. Specifically, any updates to the eAICS or the eDaily related to CJIS policy or enhancements related directly to Law Enforcement Personnel safety will be considered maintenance and be classified as severity level 3 and 2 respectively. Furthermore Contractor will provide software refresh every 5 years that will include the following; Operating System Compatibility (Version N-1), SQL Server Compatibility (Version N-1), 3rd party libraries Compatibility (Version N-1), platform migration/porting to the latest Contractor data collection tool (web technologies, HTML5/Javascript).
 - c. Installation. The State must approve the installation of any Maintenance Release. The Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release, which has been developed and tested by Contractor. Upon written request of the State, Contractor shall also provide the source code for both applications (eDaily and eAICS) for review by the State for security testing and compatibility.
- IV. Support Services. 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 Change Notice and the Contract, including the Service Levels and other Contractor obligations set forth in Change Notice IV.

a. Support Service Responsibilities.

i. Contractor shall:

1. provide unlimited telephone support during all Support Hours;
2. respond to and Resolve all Support Requests in accordance with the Service Levels;
3. provide unlimited remote Second Line Support to the State during all Support Hours;
4. provide on premise Second Line Support to the State if remote Second Line Support will not Resolve the Error; and
5. 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.

b. 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 in the UAT/Staging environment and that the State has confirmed in writing that such correction will fix the Error, regardless of whether the State approves the deployment. 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:

	<p>in writing; or</p> <p>(b) performance issues of severe nature impacting critical processes for all users caused by the Contractor, or applications (eDaily or eAICS) which must be resolved.</p>	<p>shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State.</p> <p>Level 2 Response:</p> <p>Contractor will provide,</p> <p>(a) The State receipt of the acceptance of a Severity Level 1 Error work-around, within twenty-four (24) hours of receipt of the email from the State as provided above, which allows the State to confirm that they have accepted a work around.</p> <p>(b) The State with confirmation of receipt of a level 2 support request within twenty-four (24) hours from the time Contractor receives the email from the State as provided above.</p>	
--	---	--	--

<p>3</p> <p>2 days/3 weeks+</p>	<p>Minor Error:</p> <p>An isolated or minor Error in the eAICS or eDaily application that meets each of the following requirements:</p> <p>(a) does not significantly affect aAICS or eDaily functionality;</p> <p>(b) can or does impair or disable only certain non-essential eAICS or eDaily functions;</p> <p>(c) does not materially affect the State's use of the eAICS or eDaily application;</p>	<p>The State shall submit a Support Request by telephone using the Point of Contact Escalation chart below. Once the State has spoken to one of the Contacts listed below, the State shall submit a follow up email to Contractor, and Contractor shall acknowledge receipt of the support request via email to the State. within two (2) Business Days.</p> <p>Level 3 Response:</p> <p>Contractor will provide the State with written confirmation of receipt of a level 3 Support Request within two (2) Business Days from the time Contractor receives the email from the State as provided above.</p>	<p>Contractor shall Resolve the Support Request as soon as practicable and within a three-week timeframe or a timeframe mutually agreed upon by Contractor and the State, after Contractor's receipt of the Support Request.</p>
--	---	--	--

- c. Escalation to Parties' Project Managers. 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 parties' respective Project Managers and then to their respective Contract Administrators.

- d. Point of Contacts and Escalation.

Role	Service	Escalation Level	Contact Information
Customer Operations	1. Technical support 2. Performance issues 3. Data issues 4. Monthly Reporting 5. General Questions	Primary	Telephone Number: 888-949-3835 Email: iyeTek.support@lexisnexisrisk.com
		1 st Escalation	Donley Hall Manager, Customer Operations Office 678-694-6415 Mobile 678-643-1071 Email: donley.hall@lexisnexisrisk.com
		2 nd Escalation	Julie Wylie Director, Customer Operations Office 678-694-6795 Mobile 770-722-9449 Email: julie.wylie@lexisnexisrisk.com
Project/Contracts Manager	5. Overall account responsibility	Primary	Onsite Support (TBD)
		1 st Escalation	Ken Burk Project Manager, Professional Services Direct: (678) 274-9389 Email: ken.burk@lexisnexisrisk.com

- e. 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.
- f. Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:
- 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; and
 - its Service Level performance, including Service Level response and Resolution times;
 - the Service Credits to which the State has become entitled.

V. Support Requests and State Obligations.

- a. 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 severity level numbers and

definitions of the Service Level Table (each a "**Support Request**"). The State shall notify Contractor of each Support Request by telephone. Supporting information can be provided by email. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

- b. **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. remote access to the State Systems, and if necessary, 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.
 - iv. system should meet minimum required specifications such as a secondary disaster recovery environment and minimum client hardware requirements.

VI. Service Credits.

- a. **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.

Severity of Error	Level	Service Credits	Service Credits
		For Response Time Service Level Failures	For Resolution Time ServiceLevel Failures
1		<p>An amount equal to 2.5% of the then current annual Support Fee for each hour by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p>	<p>An amount equal to 2.5% of the then current annual Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the</p>

	<p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
2	<p>An amount equal to 2.5% of the then current annual 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 response exceeds the required Level 2 response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for</p>	<p>An amount equal to 2.5% of the then current annual 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.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 7% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at</p>

	<p>both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>
3	<p>An amount equal to 1% of the then current annual Support Fee for each week by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 5% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>	<p>An amount equal to 1% of the then current annual Support Fee for each week by which Contractor's response exceeds the required response time.</p> <p>This credit will be translated to hours that can be applied to future modifications of any system/application developed by the contractor and in use by the State.</p> <p>These hours will be calculated at \$115 per hour.</p> <p>The credit translated to hours, for an individual incident, will be capped at 5% of the total maintenance fee.</p> <p>Subsequent incidents will be cumulative but the total number of hours translated will be capped at 20% of the total maintenance fees for both applications (eAICS and eDaily).</p> <p>Agreement to apply provision requires agreement of both the vendor and the State.</p>

- b. **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.

- c. Issuance of Service Credits. Contractor shall, for each invoice period under the Contract, 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.
 - d. Additional Remedies for Service Level Failures. Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors or Severity Level 2 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 VI, the State may at its option:
 - i. use any previous version or release of the Software in which such Severity Level 1 or Severity Level 2 Error does not occur or can be worked around if the then-current Software exhibits an un-Resolved Severity Level 1 Error or un-Resolved Severity Level 2 Error, and Contractor shall perform all Support Services for such previous version or release until the Contractor Resolves such Severity Level 1 Error or Severity Level 2 Error for the then-current Software; and
 - ii. obtain such other remedies as may be available to it under this Schedule, the Contract or otherwise at law or in equity, including the right to terminate the Contract for cause in accordance with Section [15.1] of the Contract.
- VII. Fees. In consideration of Contractor's performance of the Support Services in accordance with the terms and conditions of this Change Notice and the Contract, the State shall pay to Contractor the fees set forth in the attached Schedule A (the "Support Fees"). Payment to Contractor of the Support Fees pursuant to this Section VII will constitute payment in full for the performance of the Support Services and the State will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Change Notice are firm and will not be modified during the Support Period. Contractor shall invoice the State the Support Fees provided below on the Effective Date of this Change Notice and shall be due on the annual anniversary of the Effective Date each year thereafter. For 2017 only, Contractor shall invoice the State for Support Services for July 1, 2017 through September 30, 2018. Each year thereafter, Contractor shall invoice the State for Support Services for the October 1st through September 30th period.
- VIII. Term. This Change Notice shall take effect on the Effective Date and shall continue until the expiration or termination of Contract No. 071B5500023 and all extensions and future options that can be exercised by the State unless otherwise terminated in accordance with the terms of the Agreement.
- IX. Communications. In addition to the mechanisms for giving notice specified in Section 2.025 of the Contract, unless expressly specified otherwise in this Change Notice or the Contract, the parties may use e-mail for communications on any matter referred to herein.

SCHEDULE A

The parties agree that the below pricing is discounted, and is based on State’s representation that it will consider entering into a Change Notice to outline the development of additional “Team Dailies” in addition to the Team Daily for CVED provided for in Change Notice No. 1.

Additionally, Contractor agrees to complete the Team Daily 2.0 for CVED (“CVED 2.0”) which was outlined in the Comprehensive Requirements Document (“CRD”) approved by the State on August 18, 2017. Any changes to the CRD referenced herein shall be agreed to by both parties in writing. Following the execution of this Change Notice, the parties shall negotiate and execute a change notice outlining the parties’ respective obligations for CVED 2.0.

	July 1, 2017-September 30, 2017	October 1st-September 30st*
eAICS/Non-CVED Dailies	\$250,625.25	\$1,002,501.00
CVED Daily	\$12,494.75	\$49,979.00

*This contract expires September 30, 2020; however, in the event the parties extend this contract beyond that date, this annual price shall be firm through September 30, 2022.



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 **6**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB-IT
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY				
ECRASH AND ECITATION FOR MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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"/>		September 30, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,883,339.76	\$379,000.00	\$6,262,339.76		
DESCRIPTION				
Effective 8-15-2017 the State adds funding for Crash Location improvement (CLIP) enhancements. All other terms, conditions, specifications, and pricing remain the same per contractor and agency agreement, DTMB approval.				



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

Project Title: CLIP 2.0	Period of Coverage: May 15, 2017 – September 30, 2017
Requesting Department: Michigan State Police	Date: April 26, 2017
Agency Project Manager: Sydney Smith	Phone: 517-284-3035
DTMB Project Manager:	Phone:

This Statement of Work (“SOW”) outlines the Services to be performed for the Crash Location Improvement Project (“CLIP”) 2.0 Project (“CLIP 2.0 Project”) for the Michigan State Police (“MSP”) by LexisNexis Risk Solutions (“LexisNexis”).

BACKGROUND:

In 2016, LexisNexis developed a tool for the MSP to assist the troopers with capturing accurate crash location information. This was called the Crash Location Improvement Project (CLIP) and was requested under Contract No. 071B5500023, Change Notice No. 1 (formerly Change Notice No. 4).

The CLIP module (CLIP 1.0) made an electronic map available to troopers that allowed them to zoom in and out on the streets, allowing them to better gauge the exact location of the crash. The troopers could click on a single point on the road to identify the exact location where the crash occurred. In addition to capturing the location of the crash with increased accuracy, the location information auto-populated into many fields on the UD-10 Traffic Crash Report (“UD-10”), thus reducing the time it takes troopers to complete the UD-10.

The CLIP project has been successfully deployed within MSP, and now the MSP Traffic Crash Reporting Unit is requesting: 1). that LexisNexis make the CLIP module available to the local law enforcement agencies that are currently utilizing the LexisNexis eCrash application, and 2). that LexisNexis make certain enhancements to the CLIP module, as further specified herein. This effort is called the CLIP 2.0 Project (“CLIP 2.0”).

Implementing CLIP 2.0 at these additional local law enforcement agencies will enhance the quality and accuracy of data received from around the state and will allow the Traffic Crash Reporting Unit to make better decisions through analyzing the data.

DESCRIPTION OF SERVICES:

LexisNexis will provide Development, Implementation, Support and Project Management resources, collectively known as the “Team.” The Team will make CLIP 2.0 available to the MSP and local law enforcement agencies within the State of Michigan that utilize the eCrash application. The Team will integrate CLIP 2.0 module within the Core Framework of eCrash that is currently used by local law enforcement agencies, which today differs from the MSP Core Framework of eCrash. Local law enforcement officers will then have the same functionality as CLIP 1.0 along with the enhancements that are being accomplished with CLIP 2.0.

Changes to this Document will follow the procedures described in the original Contract No. 071B5500023, Change Management process (Article 1.403).

PROJECT OBJECTIVE:

- Add the additional functionality to CLIP 1.0 that is addressed under the LexisNexis Project Scope.
- Deploy and implement CLIP 2.0 to the local law enforcement agencies in Michigan that utilize the LexisNexis eCrash application.
- Deploy and implement CLIP 2.0 to the MSP eCrash application users.

BENEFITS:

- Accurate and precise crash location information for use by the Traffic Crash Reporting Unit ("TCRU") staff, law enforcement agencies, and all traffic safety partners.
- Reduce the time it takes for an officer or trooper to enter the crash location information.
- Reduce the UD-10 processing time by having fewer location errors that require manual intervention/ correction in the backend.

MSP RESPONSIBILITIES:

- Assign a primary point of contact who will work with the LexisNexis Team.
- Provide LexisNexis access to all systems, resources, etc. needed to complete development activities.
- Provide LexisNexis access to DTMB web service source code, database and server(s) needed for development activities assigned.
- Provide all hardware and software licenses required to implement and deploy CLIP 2.0.
- Provide network and VPN access for LexisNexis. Review and provide feedback on all deliverables as outlined in the original Contract No. 071B5500023, Approval of Deliverables process (Article 2.250).

LEXISNEXIS PROJECT SCOPE:

LexisNexis will provide staff resources and technical support to deploy and implement CLIP 2.0 to local law enforcement agencies, and complete the necessary enhancements to CLIP 1.0 in accordance with the following requirements, with a target date of completion by **September 30, 2017**.

- 1) Integrate CLIP 2.0 within the Core Framework for local law enforcement agencies using the LexisNexis eCrash module. **Note: The CLIP module will only work when there is internet connectivity available. CLIP will not work when there is no internet connectivity.**
- 2) CLIP 2.0 will provide all LexisNexis eCrash users in Michigan with the Crash Designer Canvas as more fully described in Section Eight (8) below.
- 3) CLIP 2.0 will provide all the same functionality as CLIP 1.0, in addition to the enhancements specified in this SOW.
- 4) All of the enhancements made to CLIP 1.0 as detailed below will be available to all LexisNexis eCrash application users in Michigan and will be referred to as CLIP 2.0.
- 5) **ENHANCEMENT:** CLIP 2.0 will collect and populate the 'x' and 'y' coordinates in the electronic crash data file sent to the MSP Traffic Crash Reporting System (TCRS). In addition, the Map Tool Version will be populated with the applicable LexisNexis version of CLIP in the electronic crash data file sent to the TCRS.

Expected Functionality:

- a) From the data returned from the CLIP 2.0 web service call, add and populate the 'x' coordinate field to the electronic crash data file (Record Type C, *longitude_x* field) sent to the TCRS (see Diagram A).

Column Name	Type	Length	Begin	End	Comment
longitude_x	String	9 (sign + 2 digit # + 6 digit #, implied decimal)	140	148	The longitude value of the crash location, as identified by Framework. Include plus (+) or minus (-) sign as the first

					character. (Ex: for a coordinate of 2.345, the value sent will be +02345000)
--	--	--	--	--	--

Diagram A

- b) From the data returned from the CLIP 2.0 web service call, add and populate the 'y' coordinate field to the electronic crash data file (Record Type C, *latitude_y* field) sent to the TCRS (see Diagram B).

Column Name	Type	Length	Begin	End	Comment
latitude_y	String	9 (sign + 2 digit # + 6 digit #, implied decimal)	149	157	The latitude value of the crash location, as identified by Framework. Include plus (+) or minus (-) sign as the first character. (Ex: for a coordinate of -2.345, the value sent will be -02345000)

Diagram B

- c) In the electronic crash data file sent to the TCRS, add and populate a new field to the Record Type C, *map_tool_vers* with the applicable LexisNexis version of CLIP (see Diagram C).

Column Name	Type	Length	Begin	End	Comment
map_tool_vers	String	3	178	180	LexisNexis' version of the CLIP module (Ex: 2.0)

Diagram C

- d) For a), b), c) above, reference the Electronic Crash Certification Guide, Page 35.

6) ENHANCEMENT: Automatic launch of CLIP 2.0 on a tab out event.

Expected Functionality:

- a) If the user tabs out of either the 'Road Name' or 'Intersecting Road' fields on the form, the CLIP 2.0 should automatically launch and maximize the window (fields are shown in Diagram D).

Diagram D

- b) The user will be able to select the X in the upper right hand corner of the box (or the Close button) to close CLIP 2.0.

Note: If the user has previously used CLIP 2.0 to geo-locate the location for this crash prior to clicking on or tabbing away from these two fields, CLIP 2.0 will not be invoked or launched as the location has already been captured.

- 7) **ENHANCEMENT:** CLIP 2.0 will maximize to the size of the screen and include a navigation pane on the left (see Diagram E).

Expected Functionality:

- Once CLIP 2.0 is launched, the map will fill the screen and the navigation pane will appear on the left.
- Once launched, the CLIP 2.0 module will show a map that is centered by the county and/or city/township codes if they have been provided.
- By enabling a ruler property on the map control a distance scale will be added to the map. The user should have the ability to change the scale by using zoom controls. Note: This feature will only be available if it is supported by the Michigan Geographic Framework webservice.
- A Helpful Hints button will be added, and the information contained behind this button will be provided by MSP.

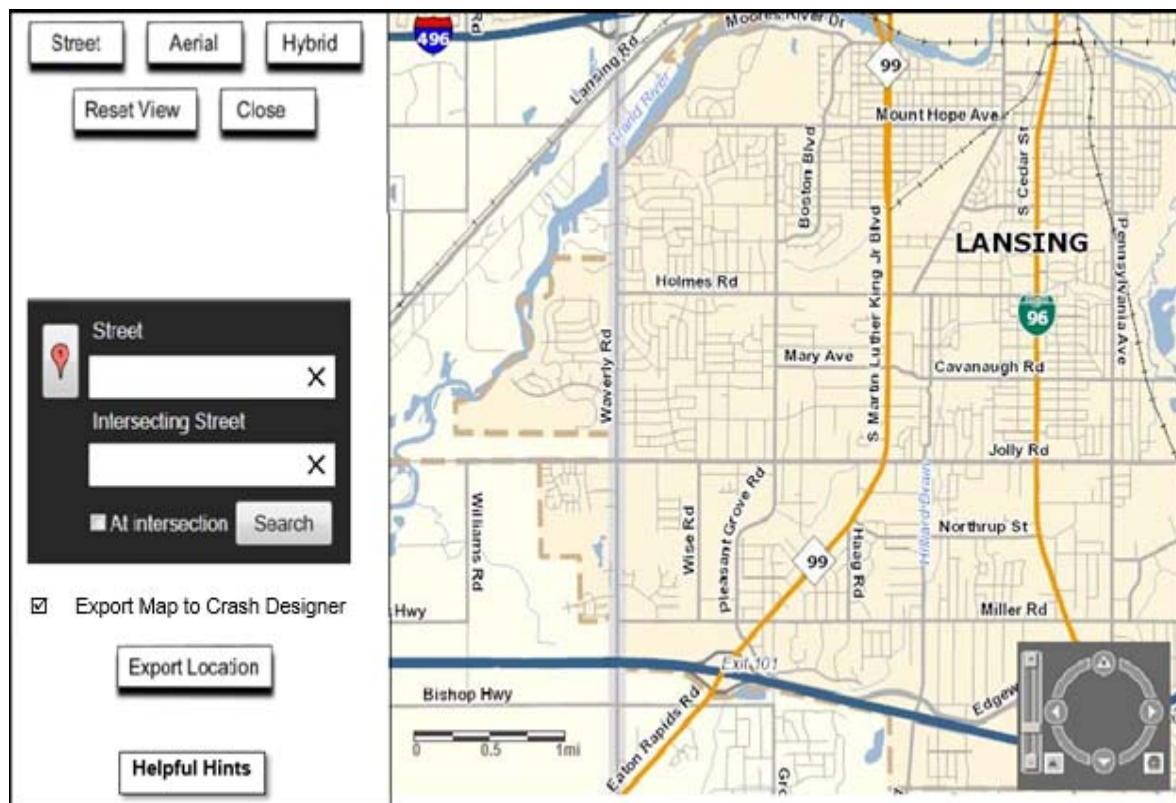


Diagram E

- 8) ENHANCEMENT: CLIP 2.0 will integrate the ability to export the map image extent into the Crash Designer Canvas.

Expected Functionality:

- Once the user has pinned a crash on the map, CLIP 2.0 will capture the map image extent.
- A check box will be added next to the Export button, labeled 'Export Map to Crash Designer' (see Diagram E).
- The 'Export Diagram' feature will flag the Map extent to be exported in the aerial view format into the Crash Designer Canvas. The Map should be zoomed to the maximum that is supported by the CSS web service.
- The map image extent will be imported into the canvas within the Diagramming Tool when the Crash Designer application is launched. The Map extent will be automatically inserted into the canvas, in aerial format as a maximum zoomed image. (See Diagram F).

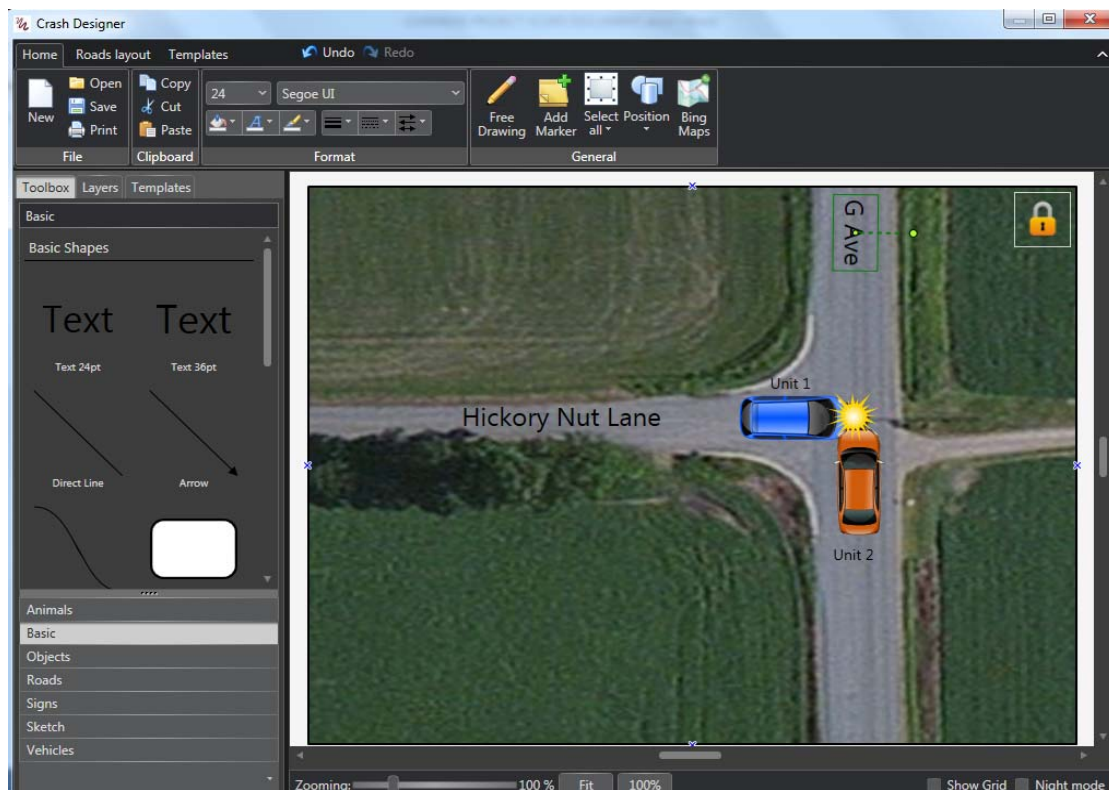


Diagram F

- 9) ENHANCEMENT: Insert Latitude and Longitude values below Diagram Image in both the eCrash application and when it is rendered on the UD-10E PDF.

Expected Functionality:

- Insert Latitude and Longitude coordinates in the lower right corner of the rendered image of the UD-10E PDF. (see Diagram G).
- Display Latitude and Longitude coordinates below the Diagram Image in the eCrash application in a read only format (see Diagram H).

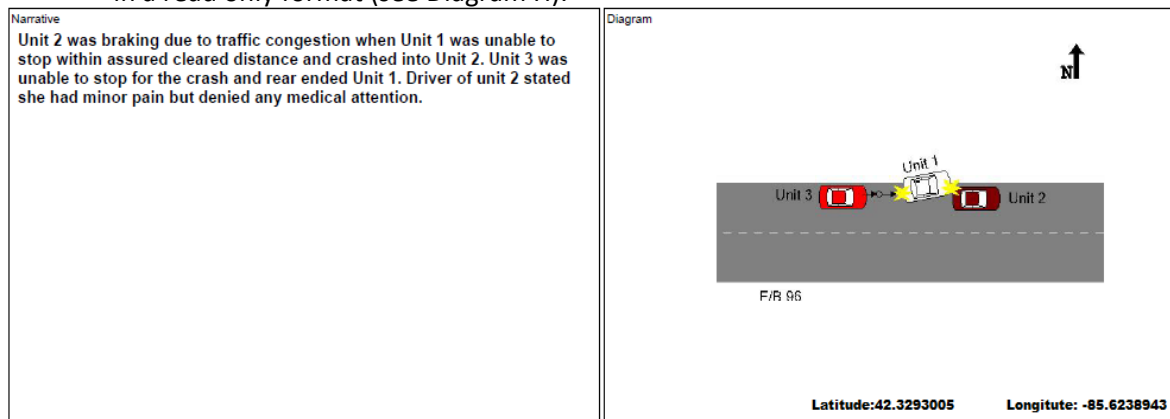


Diagram G

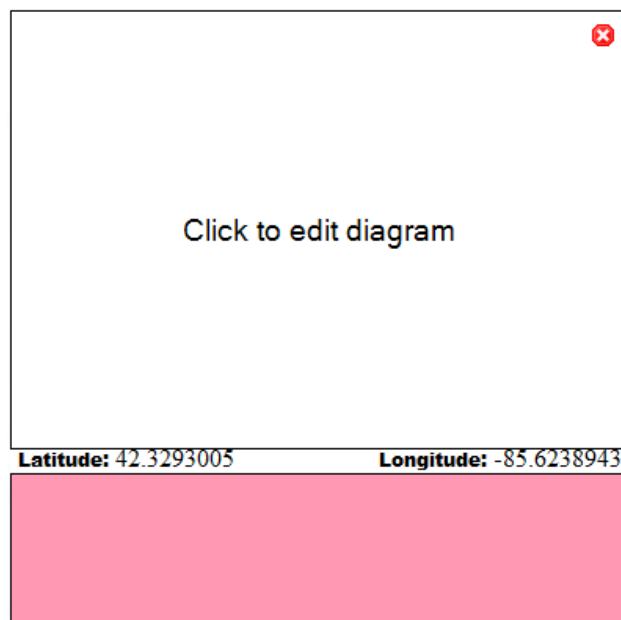


Diagram H

- 10) **ENHANCEMENT:** The LexisNexis eCrash application will include a validation rule that will warn the user that they have not geo-located the crash using CLIP 2.0..

Expected Functionality:

- a) LexisNexis will add a Validation Rule to the eCrash application that indicates 'The crash does not contain geo coordinates, and the officer will be directed to use CLIP 2.0.
- b) If the Geo Service is not available or the location cannot be geo-located, then user will have the option to override this Validation Rule and will be able to submit the crash report for supervisor review.

ACCEPTANCE CRITERIA:

The acceptance criteria and final acceptance of each deliverable will follow the procedures described in the original Contract No. 071B5500023, Approval of Deliverables process (Article 2.250).

PROJECT CONTROL AND REPORTS:

LexisNexis will provide the MSP with a monthly status report listing work performed, tasks completed and detailed time sheet (s) to the MSP Project Manager.

MILESTONES/DELIVERABLES:

Milestones	Description	Cost
1	Integrate CLIP 2.0 within the Core Framework	\$75,800
2	Export latitude and Longitude coordinates and map version to the electronic crash data file	\$75,800
3	Enhance eCrash Application User interface to include the following enhancements: Automatic launch of Clip Module Modify map navigation pane Ability to export map image Insert Latitude and Longitude coordinates in the eCrash application as well as in the rendered PDF Add a Validation Rule reminding user to geo-locate	\$75,800
4	Deploy to Test Environment	\$75,800
5	Deploy to Production Environment	\$75,800
	Total	\$379,000

PAYMENT SCHEDULE:

Payment Schedule
\$75,800 will be due when Milestone one has been completed
\$75,800 will be due when Milestone two has been completed
\$75,800 will be due when Milestone three has been completed
\$75,800 will be due when Milestone four has been completed
\$75,800 will be due when Milestone five has been completed

EXPENSES:

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

PROJECT CONTACTS:

The designated MSP Project Manager is:

Sydney Smith

Michigan State Police

Traffic Crash Reporting Unit

MSP HQ

7150 Harris Drive.

Dimondale, Mi. 48821

517-284-3035

517-241-1644

Smiths57@michigan.gov

The designated LexisNexis Project Manager is:

Kenneth Burk

LexisNexis Risk

Business Program Manager

678-274-9389

Ken.Burk@lexisnexisrisk.com

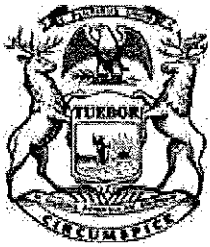
LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor will perform services remotely unless otherwise agreed to between the parties.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
*****6168	

STATE	David Roach	DTMB
	517-284-3271	
	roachd2@michigan.gov	
	James Topping	DTMB
	(517) 284-7032	
	ToppingJ@michigan.gov	

CONTRACT SUMMARY

Ecrash and Ecitation for MSP

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input 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"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,742,639.76	\$140,700.00	\$5,883,339.76		

DESCRIPTION

Effective January 29, 2017 the following change is incorporated in the Contract:

Add funds in the amount of \$140,700 to pay for yearly Licensing and Maintenance cost. The cost will include Licensing cost and Maintenance cost per the attached quote.

Maintenance for the software will be for the time period of 10/01/2016 through 09/30/2017 in the amount of \$21,450. Licensing Software will be in the amount of \$119,250. This will cover the time period of 10/01/2015 through 09/30/2016. Per Section 1.101 In Scope MSP is authorized to purchase additional licenses as necessary when vehicles/officers are added to the Police Force. This results in the Contract being paid annually in arrears. This change will bring the Contract up to date with all payments.

Maintenance time period: 10/01/2016 through 09/30/2017

Licensing time period: 10/01/2015 through 09/30/2016

75 @ \$795 iyeCrash Software
75 @ \$795 iyeCitation Software
75 @ \$143 Iyecrash Maintenance/Support
75 @ \$143 iyeCitation Maintenance/Support

Cost Breakdown:

150*795=\$119,250 (Software)

150*143= \$21,450 (Maintenance/Support)

Total: \$140,700

All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, DTMB

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



LexisNexis®

February 10, 2017

Quote No.: 170210 MSP MI

ATTN: Accounts Payable

Ship To:

Financial SVCS - Accounts Payable
2nd Floor Lewis Cas Bldg
Lansing, MI 48933

Bill To:

Financial SVCS - Accounts Payable
2nd Floor Lewis Cas Bldg
Lansing, MI 48933

Term	Description	Licenses	Unit Price	Amount
1 Year	<u>LexisNexis® eCrash True-up Licenses as of 2016</u> <ul style="list-style-type: none">• True-up Period Covered 10/01/2015 through 09/30/2016 - Per Contract #071B550023	75	\$ 795.00	\$ 59,625.00
1 Year	<u>LexisNexis® eCitation True-up Licenses as of 2016</u> <ul style="list-style-type: none">• True-up Period Covered 10/01/2015 through 09/30/2016 - Per Contract #071B550023	75	\$ 795.00	\$ 59,625.00
1 Year	<u>Software Maintenance/Support, Proprietary LexisNexis® eCrash</u> <ul style="list-style-type: none">• Maintenance Period Covered 10/01/2016 through 09/30/2017 - Per Contract #071B550023	75	\$ 143.00	\$ 10,725.00
1 Year	<u>Software Maintenance/Support, Proprietary LexisNexis® eCitation</u> <ul style="list-style-type: none">• Maintenance Period Covered 10/01/2016 through 09/30/2017 - Per Contract #071B550023	75	\$ 143.00	\$ 10,725.00
Quote Subtotal				\$ 140,700.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Salman Anwar
Salman.Anwar@lexisnexisrisk.com
269-615-7949

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued



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 **4**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7032	
		ToppingJ@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Ecrash and Ecitation for MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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	
\$5,742,639.76		\$ 0.00	\$5,742,639.76	
DESCRIPTION: Effective October 17, 2016 the following changes are hereby incorporated in the Contract. 1. Modify the language in; Section 2.263- Rights in Data 2. Add additional language; Section 1.602- Fees due to the State The modification and additional language is to allow LexisNexis to access and disseminate vehicle accident reports and related data in accordance with applicable laws and regulations. LexisNexis will pay Michigan State Police \$10.00 for each traffic crash from (UD-10) accessed. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.				

Updated Terms and Conditions:

2.263 Rights in Data

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

Notwithstanding Section 2.263, upon the Effective Date of this Change Order, the State hereby authorizes Contractor to access and disseminate vehicle accident reports and related data (each documented incident a "Crash Report") generated by MSP and other municipal law enforcement agencies to Authorized Requestors and Agency Requestors in accordance with applicable laws and regulations. The State represents and warrants that it is authorized to disclose Crash Reports to Contractor for the purposes set forth in this Contract. Fees due to the State related to the sale of Crash Reports shall be made in accordance with the process set forth in Section 1.602.

1.602. Fees due to the State.

All Crash Reports requested by authorized law enforcement entities ("Agency Requestors") shall be provided free of charge. Contractor will collect a fee of Ten and 00/100 (\$10.00) ("State Fee(s)") on behalf of the State for Crash Report requests by individuals or legal entities ("Authorized Requestor"). Contractor will remit any State Fees to the State using the process as herein defined. For clarity, if a fee is not charged to an Authorized Requestor for the Report, no State Fee shall be collected or paid to the State in connection with this Section.

1.602.1 On a monthly basis, Contractor will electronically transfer to the State's designated account, the total amount of applicable State Fees collected by Contractor during the previous month. Contractor will provide a monthly report to the State identifying the number of Crash Reports provided on its behalf. Where permitted by law, Contractor will charge a convenience fee for each Crash Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Contractor. The Convenience Fee shall be established by Contractor at its sole discretion and responsibility and in no event shall exceed the amount a provider may legally charge an Authorized Requestor; and

1.602.2. At no charge to the State, Contractor will provide access to Contractor's agency administration portal ("Command Center") to view reports, generate analytics on Crash Reports sold for

auditing purposes (“Receipts”), and access to Contractor’s people search functionality (“Services”). To the extent the State utilizes the Services, the following shall apply:

- a) State shall not use the Services for marketing purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- b) State may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- c) State shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include State’s employees who have a need to know such information); and
- d) State shall comply with all laws, regulations, and rules which govern the use of the Services.

1.602.3 –The rights and obligations pursuant to this Section are subject to Section 2.100 of the Contract. The parties acknowledge that certain Crash Reports and information related thereto may come from outside Michigan and are subject to other states’ laws, rules, and regulations. As such, all non MSP Crash Reports or information contained therein or from Crash Reports accessed in the Command Center shall be treated as Confidential Information unless otherwise permitted by the laws, regulations, and rules of the state from which the Crash Report was created.



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 **3**
to
Contract Number **071B5500023**

CONTRACTOR	LexisNexis Claims Solutions Inc
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		ToppingJ@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Ecrash and Ecitation for MSP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 13, 2015	5 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input 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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,326,639.76		\$ 4,416,000.00	\$5,742,639.76	
DESCRIPTION: Effective September 29, 2016 pending Administrative Board approval the following Statement of Work is hereby incorporated into the contract. The work to be performed will be development of the Electronic Automated Incident Capture System ("eAICS") or ("Software") application and provision of production support for the time period of 10/01/2016-09/30/2018 (24 months).				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET**

IT SERVICES STATEMENT OF WORK

Agreement to Change Contract Number: 071B5500023

Between the State of Michigan and LexisNexis, Inc.

Project Title: eAICS Production Support	Period of Coverage: 010/01/2016-09/30/2018
Requesting Department: Michigan State Police (MSP)	Date: 9/20/2016
Agency Business Owner Al Renz	Phone: 517-648-5871
DTMB Project Manager: Andrew Richards	Phone: 517-897-3947

BACKGROUND

Contract 071B5500023 between LexisNexis Claims Solutions, Inc., (“Contractor”) and the State of Michigan (“State”) was originally executed to have the Contractor maintain as-needed iyeCrash and iyeCitation licenses to support electronic Traffic Crash and Citation mobile computing reporting systems (eCrash and eCitation modules) used by Michigan State Police (“MSP”) troopers throughout the State (“Master Contract”).

Section 1.100 Scope of Work and Deliverables of the Master Contract, Subsection 6 allows for “Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)”.

Per Contract Change Notice #1, the Contract allows for the Contractor to host and maintain the MSP developed eDaily application which replaced the State’s Officer Daily System (OD) that is integrated with eCrash and eCitation reporting systems.

The parties desire to enter into this Statement of Work (“SOW”) to provide for Contractor’s continuing development of the Electronic Automated Incident Capture System (“eAICS” or (“Software”) application and provision of production support for the time period of 10/01/2016-09/30/2018 (24 months). eAICS replaces the current State Automated Incident Capture System as it relates to the iyeCrash and iyeCitation environment. The parties acknowledge and agree that Sections 2.321 and 2.322 of the Master Contract control Contractor’s license to the Deliverables including the eAICS application and

Software source code and the license grant to Contractor thereunder shall be perpetual and irrevocable. For the purpose of this SOW, "Deliverable" shall mean the eAICS application delivered as agreed to by the parties.

I. Technical Environment

The Contractor will comply with Section 1.103, Subsections 1 through 5 of the Master Contract.

II. Specific Operating Environment

The following information regarding the MSP technical environment will be relevant to the Contractor:

Platform Specific:

Solution is hosted in the Saginaw County Data Center and supported by Saginaw County IT staff.

The Testing/QA/Production Environment consists of: two (2) - Dell 610 Servers with 4 dual quad cores, 24 GB Memory, Windows 2008 R2 and Microsoft SQL 2008.

End User Specific:

Operating System – Microsoft Windows 7. Transitioning to Windows 10 by 1 October of 2018

Hardware – Dell Latitude 12 Rugged Extreme Laptop
Panasonic FZ-G1 ToughPad
Dell E6430 ATG Semi-Rugged Laptop
Dell Latitude 12 Rugged Extreme

Open Source Components:

Microsoft .net
CodePlex
CsQuery
SGLite
Saxon-HE
HtmlToOpenXml

III. PROJECT OBJECTIVE / SCOPE OF WORK

A. Production Support

Provide staff augmentation resources for production maintenance and support to complete necessary enhancements for the eAICS application in accordance with the following requirements. Each release will be completed based on a sprint work cycle upon such intervals as mutually agreed by the parties:

1. At the State's option, the Contractor will provide up to eight fulltime software developer consultants ("Consultants") to continue to develop, maintain, and enhance the eAICS software. A separate SOW or agreement will be required if development has been completed and Contractor is providing maintenance only. Within thirty (30) days from the full execution of this

SOW, the parties will use reasonable efforts to execute an addendum to this SOW to outline the post- production support process for the eAICS application in the production environment.

2. All Terms and Conditions of the Master Contract apply unless modified herein this Statement of Work.
3. Planning for each sprint work cycle will be completed by the fifteenth (15th) of every month. If the day falls on a weekend or federal holiday, the next working day will be utilized.
4. The parties will forecast the resources needed for upcoming quarterly tasks. Contractor will provide the State's Business Owner an estimate of the required personnel in support of the eAICS application for the following quarter. If it is mutually agreed upon that the Production Support does not warrant eight Consultants, the Contractor will re-size the team to what would be needed to complete the next quarter's obligations. If there is a reduction of Consultants, the costs will be adjusted accordingly to the number of actual Consultants developing, maintaining and enhancing the eAICS software. Notwithstanding the foregoing, the parties agree that there shall not be a reduction in Consultants for one year following the execution of this SOW.
5. Contractor will work with the State to identify, prioritize and provide ongoing status of eAICS application enhancements during the term of this SOW. Contractor will work with the State to identify the number of releases per year.

In accordance with the specifications provided to Contractor by the State and/or MSP, Contractor will complete the activities listed below for each release. The content of each release must be based on feedback from MSP's Business Owner approver. The requirements and content for each release will be mutually agreed upon by the parties to this SOW in advance to any work starting on such release.

Contractor responsibilities include: Providing direction, input and securing approval from the State for:

- Scope Definition and Prioritization
- Implementation Plan and Schedule
- Specification Gathering and Validation
- Development, including interfaces, configuration, installation, etc.
- Integration, Quality Assurance (QA), Quality Control (QC), and Regression Testing
- Front-End Verification (FEV) Release
- Functional and Administrative Training
- UAT Release and Support
- Production Promotion
- Post Production Release Support
- All Supportive Documentation
- Any changes proposed by the Contractor

B. General Requirements

The Contractor agrees to the following for the term of this SOW:

i. Build, Verification and Development:

The Contractor will:

- Review all code changes for new code deployed and modified for MSP before such changes go to MSP. All reviews must include execution of a test plan.

- Conduct testing of the new/modified module to ensure that all deployments and modifications integrate with all current and future modules including but not limited to: eAICS, eCrash, eCitation, and eDaily.
- Perform regression testing of all functionality.

ii. Encryption:

The Contractor will use current encryption security standards. The current standards are listed below. Contractor must stay in compliance with future security standards as defined by CJIS Security Policy:

- FIPS 140-2 SSL
- FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- 128 bit encryption, per Public Act 566 of 2006

iii. Session Timeouts:

Sessions will expire after a period of 30 minutes inactivity. This ensures that user sessions are not left idle for an unauthorized person to gain access as defined by CJIS Security Policy.

iv. Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out as defined by SOM Policy:

<http://inside.michigan.gov/dtmb/wr/psp/Documents/1335.00.20%20Active%20Directory%20Password%20Standard.pdf>

v. Failed Login Attempts:

Application logging is required as defined by CJIS Security Policy. The contractor will provide MSP the ability to access the application logs.

vi. Identity Management System:

If the State requests, and upon written agreement by the parties, the Contractor will configure the application(s) to use the State's identity management system environment to achieve single sign on, when used on a computer connected to MSP's network.

vii. Breach:

If the Contractor becomes aware of any confirmed misuse or unauthorized access to MSP data, the Contractor is required to contact the MSP and DTMB Project Managers immediately and not to exceed a timeframe of more than 24 hours of said incident. The State and Contractor will determine who will be required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web site posting and public media release within 5 days of said breach.

IV. AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with the Contractor.
- Ensure access to systems, resources etc. needed to complete Testing and Production Support activities.
- Ensure access to database and server(s) needed for Testing and Production Support activities assigned.
- Conduct User Acceptance Testing (UAT) and provide Acceptance.
- Provide network and VPN access as necessary.

- Provide specifications and/or requirements.
- Audit application logs as defined by SOM and CJIS Security Policy.
- Review and provide feedback and acceptance on all deliverables.
- Assist in providing the information needed for the requirements planning and provide approvals in a timely manner to ensure sprints can meet the required deadlines.

V. ACCEPTANCE CRITERIA

On a monthly basis unless otherwise agreed to by the parties, Contractor will provide status reports listing work performed, tasks completed and detailed time sheet (s). Contractor will invoice monthly for services and tasks that have been completed. Contractor will provide a Deliverable Acceptance Form (DAF) that shows the original estimate and actual hours for each specific completed task. Signing the monthly DAF by the MSP's Business Owner signifies State and MSP deliverable acceptance.

VI. *Acceptance Testing; Acceptance*

1. Acceptance Testing.

- A. Acceptance Tests will be conducted to ensure the Software conforms to the requirements set forth in the agreed upon release, including the applicable Specifications and Documentation of each module and complete Software package release. The State may, but is not obligated to perform its own pretest on the software utilizing Contractor's test package. If the State performs a pretest and Contractor's test package does not successfully pass the following activities, the following will be completed:
 - The contractor will provide the state with all test data and test scripts
 - The State is not obligated to transition into formal Acceptance Testing set forth in this Section.
 - The State may elect to return the Contractor's test package for problem correction and retest.
- B. All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in this Statement of Work, commence on the Business Day following installation of the Software and be conducted for up to thirty (30) Business Days (the "Testing Period").
 - Contractor will make suitable Contractor Personnel available to observe or participate in Acceptance Tests conducted by the State if requested.
 - The State has the right to observe or participate in all or any part of Acceptance Tests conducted by the contractor.
- C. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing. The following Acceptance Test will be performed upon delivery and installation of any Configuration to the Software: 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 this Statement of Work.
- D. If the State discovers a material Non-Conformity ("Non-Conformity" means any failure of any: (a) Software or Documentation to conform to the requirements of this Statement of Work or (b) Software to conform to the requirements of this Statement of Work or the Specifications or Documentation) resulting from the tested Software or part or feature of the Software. The following actions will be taken:
 - The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor.
 - Contractor will within twenty-one (21) Business Days, correct such Non-Conformity.
 - When the non-conformity is corrected, the Acceptance Tests and Testing Period will

resume.

- E. The Contractor will be responsible for keeping and making available to the State an issues tracking log which will tally all issues, time to remediate, dependencies, and steps to remediate the issue. This will become part of the overall Project scope and be referred to for future deployments and modifications.

2. 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. Written notice (s) must include the following information:

- Report describing in detail the tests conducted and the results of such tests,
 - Any uncorrected Non-Conformity in the tested Software.
- A. When written notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth herein and below
- B. If such notice is provided by the State and identifies no Non-Conformities, signed notice will constitute the State's Acceptance of such Software. Notice must be signed by both the MSP's Business Owner and Project Manager
- C. 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. The State has sole discretion in determining, whether it is satisfied that the Software contains no Non-Conformities. The State will provide the following as appropriate:
- i. Notification to the Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance, whereupon the parties' rights, remedies and obligations will be as set forth herein and below; or
 - ii. Providing Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

3. 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 within twenty-one (21) Business Days following, as applicable, Contractor's:

- A. completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- B. receipt of the State's notice under Section 1(A) or 2(C)(i) above, identifying any Non-Conformities.

4. 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 In keeping with number 3 above, the State may, in its sole discretion, by written notice to Contractor:

- A. continue the process set forth in Acceptance Testing;
- B. accept the Software as a nonconforming deliverable, in which case the Payment for such Software will be reduced equitably as agreed to by the parties to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- C. Deem the failure to be a non-curable material breach of this Contract and this Statement of Work and terminate this Statement of Work for cause in accordance with Section 2.152 of the Contract. Nothing in this section shall be deemed to release the State from paying Contractor for any Deliverable that has been approved or accepted pursuant to section 5 below prior to such termination.

D. If a non-Accepted Non-Conformity is deemed to be a previous Non-Conformity as reflected in the Issues Log which has not been subsequently remediated in later fixes and releases, Contractor will correct the Non-Conformity at no charge to State.

5. Acceptance.

Acceptance ("Acceptance") of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under 2(B), or 2(c) (ii) above.

VII. SPECIFIC DEPARTMENT STANDARDS

At the request of the State, 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.

VIII. PROJECT CONTROL AND REPORTS:

A monthly progress report must be submitted to MSP's Business Owner and DTMB Project Manager throughout the life of this Statement of Work. Each monthly Progress Report must contain, but not limited to:

1. **Summary:** Indicate a summary of activity during the report period.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasks for the following Month:** Describe activities to be accomplished and deliverables expected during the next reporting period.
4. **Issues and Resolutions:** Indicate major issue/risks/changes, real or perceived, and recommend solutions.

Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

IX. PAYMENT

Pricing is based on the blended rate per the pricing table below in increments of .5 (half of a full-time resource = \$9,200.00). This agreement also includes a contingency fund of \$883,200.00 for an additional 10 hours per week, per resource. Potential total cost for twenty-four (24) months for the time period of 01/01/2016-09/30/2018; \$4,416,000.00 (Rate based on 8 full time resources working 50 hours a week for a full twenty-four (24) months). The State is not obligated to pay the Contractor for resource support that was not utilized or time not approved by the Agency Business Owner within each month. The parties agree that Consultants will dedicate at least forty (40) hours weekly to the eAICS application but no more than 50 hours weekly. Any work beyond forty (40) hours per week will require the prior written approval of MSP and is subject to straight-time pay.

Pricing for Production Support		
Resource Support Quantity	Payment	Invoice Timing
0.5	\$9,200.00	Monthly, if performed
1	\$18,400.00	Monthly, if performed
1.5	\$27,600.00	Monthly, if performed
2	\$36,800.00	Monthly, if performed
2.5	\$46,000.00	Monthly, if performed
3	\$55,200.00	Monthly, if performed
3.5	\$64,400.00	Monthly, if performed
4	\$73,600.00	Monthly, if performed
4.5	\$82,800.00	Monthly, if performed
5	\$92,000.00	Monthly, if performed
5.5	\$101,200.00	Monthly, if performed
6	\$110,400.00	Monthly, if performed
6.5	\$119,600.00	Monthly, if performed
7	\$128,800.00	Monthly, if performed
7.5	\$138,000.00	Monthly, if performed
8	\$147,200.00	Monthly, if performed
Contingency funds	\$883,200.00	10 hours per resource, per week for 24 months, if pre-approved by MSP.
Potential Total: 24 Months	Up to \$4,416,000.00	

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 Business Owner and DTMB Project Manager approvals. All invoices should reflect actual monthly work completed by payment date, and must be approved by the Agency Business Owner and DTMB Project Manager prior to payment. The invoices must include the Progress Report and associated fees.

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

TRAVEL AND EXPENSES

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

X. PROJECT CONTACTS

STATE

The designated Agency Business Owner/Primary Point of Contact is:

F/LT Alan Renz
MSP
7150 Harris Drive
Dimondale, MI
517-648-5871
RenzA1@michigan.gov

The designated DTMB Project Manager is:

Andrew Richards
DTMB EPMO
7150 Harris Drive
Dimondale, MI
517-897-3947
Richardsa4@michigan.gov

The designated DTMB Technical Lead is:

Ramesh Devaram
DTMB Agency Services MSP/DMVA
7150 Harris Drive
Dimondale, MI
517-898-6895
devaramr@michigan.gov

Contractor

The designated Contractor Key Personnel are as follows. Project Manager/Single Point of Contact and all Consultants assigned to complete an agreed upon release will be designated as Key Personnel per Section 2.060 Contract Management of the Master Contract.

Project Manager/Single Point of Contact is:

Chris Sowerwine
Project Analyst
608.819.5305 Direct
530.521.7498 Mobile
chris.sowerwine@lexisnexis.com

XI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Contractor will perform services remotely unless otherwise requested by the State.

XII. EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

XIII. GENERAL ASSUMPTIONS.

The parties acknowledge that the State's responsibilities and tasks include those set forth in this SOW, and that Contractor's fixed rate for its Services depend upon the State's performance of such obligations. In the event of a delay or failure by the State to meet its obligations, and such failure materially effects Contractor's ability to perform the Services, then the parties will mutually negotiate an equitable adjustment to the implementation schedule or fees pursuant to Section 2.024 of the Master Contract.



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 2
to
Contract Number 071B5500023

CONTRACTOR	LexisNexis Claims Solutions, Inc.
	1000 Alderman Drive
	Alpharetta, GA 30005
	Salman Anwar
	269-615-7949
	salman.anwar@lexisnexis.com
	*****6168

STATE	Program Manager	David Roach	DTMB
		517-284-3271	
		roachd2@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7030	
		Toppingj@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: iyeCrash and iyeCitation Software, Maintenance and Support				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	September 31, 2015	5 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 - 1 year	<input type="checkbox"/>		September 30, 2018
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 473,982.76		\$ 852,657.00	\$1,326,639.76	

DESCRIPTION: Effective July 12, 2016 this following changes are incorporated in the contract.

1. Exercise two, one year options for the time period of 10/01/2016 to 09/30/2018.
2. Add funds in the amount of \$852,657.00
3. Update Buyer to James Topping

All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement, DTMB

Procurement approval and State Administrative Board approval on July 12, 2016.
 Approved Ad Board Contract Value: \$2,038,017.76
 Remaining Approved AD Board Contract Value: 711,378
 Previous Change Notice 4 for Contract: 071B5500023 will now be referred to as Change Notice 1.

Payments owed to Vendor

Product	Year Acquired	Quantity	Quantity Price	Total cost	Amount Paid	Amount Pending
iyeCrash Maint	2015-2016	470	\$ 143.00	\$ 67,210.00		\$ 67,210.00
iyeCitation Maint	2015-2016	570	\$ 143.00	\$ 81,510.00		\$ 81,510.00
Total				\$ 1,719,120.00	\$ 892,320.00	\$ 148,720.00
iyeCrash Maint	2014-2015	466	\$ 143.00	\$ 66,638.00		\$ 66,638.00
iyeCitation Maint	2014-2015	366	\$ 143.00	\$ 52,338.00		\$ 52,338.00
iyeCrash Maint	2015-2016	466	\$ 143.00	\$ 66,638.00		\$ 66,638.00
iyeCitation Maint	2015-2016	366	\$ 143.00	\$ 52,338.00		\$ 52,338.00
Total				\$ 1,018,368.00	\$ 780,416.00	\$ 237,952.00
Escrow	2011-2012	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Escrow	2012-2013	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Escrow	2013-2014	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Escrow	2014-2015	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Escrow	2015-2016	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
Total				\$ 12,000.00	\$ 2,000.00	\$ 10,000.00
Total iyeCrash Licenses		1073				
Total iyeCitation License		1073				
Total Licenses		2146				
Total Cars		1073			Total Amout Due:	\$ 396,672.00

AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B5500023
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
LexisNexis Claims Solutions, Inc. 1000 Alderman Drive Alpharetta, GA 30005	Salman Anwar	Salman.anwar@lexisnexis.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(269) 615-7949	-6168

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	David Roach	517-241-2220	Roachd2@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: iyeCrash and iyeCitation Software, Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	September 31, 2015	5, one year	September 30, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	September 30, 2016
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$473,982.76	\$0.00	\$473,982.76		

DESCRIPTION:

Effective July 17, 2015, the contract between the State of Michigan and LexisNexis Claims Solutions, Inc. ("Contract") is amended by this Change Notice No.4 to exercise an option year, use \$257,012.00 existing funding for the annual maintenance renewal/license true-up and use \$55,200.00 existing funding for the services in the attached Statement of Work for a mapping tool addition to the eCrash software. This is a zero-dollar change. Remaining balance after change: \$161,770.76. All other pricing, terms and conditions remain the same. All other Contract terms, conditions, specifications, and pricing remain the same unless specifically modified herein. Per vendor and agency agreement and DTMB Procurement approval.

Quote

LexisNexis®
1000 Alderman Drive
Alpharetta, GA 30005



June 11, 2015

Quote No.: 20150611

Ship To:
Financial SVCS - Accountns Payable
2nd Floor Lewis Cas Building
320 S. Walnut
Lansing, MI 48933

Bill To:
Financial SVCS - Accountns Payable
2nd Floor Lewis Cas Building
320 S. Walnut
Lansing, MI 48933

Part Number	Description	Quantity	Unit Price	Amount
N/A	<u>IyeCrash Software True-up Licenses as of 2015</u>	137	\$ 795.00	\$ 108,915.00
N/A	<u>IyeCrash Software True-up Licenses as of 2015</u>	137	\$ 795.00	\$ 108,915.00
N/A	Software Maintenance/ Support, Proprietary IyeCrash Maintenance Period Covered 10/01/2015 through 9/30/2016 - Per Contract #071B0200339	137	\$ 143.00	\$ 19,591.00
N/A	Software Maintenance/ Support, Proprietary IyeCitation Maintenance Period Covered 10/01/2015 through 9/30/2016 Per Contract #071B0200339	137	\$ 143.00	\$ 19,591.00
Quote Subtotal				\$ 257,012.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Salman Anwar
salman.anwar@lexisnexis.com
269-615-7949

Signature to Accept Quote: _____



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

Project Title: Crash Location Improvement Project (CLIP)	Period of Coverage: 08/2015 –10/2015
Requesting Department: Michigan State Police	Date: 07/17/2015
Agency Project Manager: Sydney Smith	Phone: 517-241-1750
DTMB Project Manager: Debbi Simon	Phone: 517-241-9524

BACKGROUND:

Today, police officers place motor vehicle crash location information on an electronic crash form (UD-10), using his/her best judgment of the crash location to the nearest intersecting road. Although the officer may measure or pace-off a distance to the nearest intersection, reviews of crash data show that the officer will many times misjudge the distance to the intersection. The accurate location of crashes, whether at/near an intersection or at a distance from an intersection, is extremely important in determining where a crash pattern is occurring, thereby enabling traffic safety agencies to review the crash locations and possibly determine the proper corrective measure. Many crashes near an intersection may be intersection related or they may be driveway related. Depending on the intersection, there may be several driveways close to the intersection making the accurate location of the crash even more important.

Adding a mapping component to the version of the electronic UD-10 crash form (to the form version that will become effective January 2016) would give the officer several advantages to correctly locate crashes. An electronic map would allow the officer to see the nearby streets and better gauge the correct location of the crash. The map would allow the officer to click a precise point on the road where the crash occurred and automatically populate several fields with the correct location information, increasing accuracy and reducing the officer's time to complete the UD-10. If the map or any of the add-ons fails, the officer could still manually estimate the location. The proposed enhancement would use the existing Michigan Geographic Framework (MGF) map as a base product with extra functionality added as options.

PROJECT OBJECTIVE:

- Implement a comprehensive solution that will allow Law Enforcement agencies to have a mapping tool displayed as part of the electronic UD-10 form display.
- Utilize the Michigan Geographic Framework (MGF) as the source for the displayed map and the road data reported on the UD-10 form.

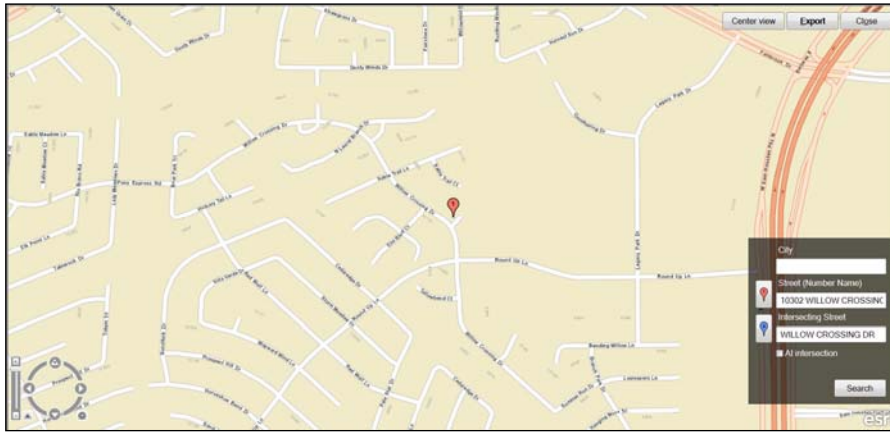
SCOPE OF WORK:

This Statement of Work contains the following scope:

- Building a User Interface (to be completed by end of September 2015)
- Testing Phase (UAT from September – October 2015)

TASKS & DELIVERABLES:

Prior to Contractor beginning work, DTMB Center for Shared Solutions will create map control code on the MGF, which will then be piloted and tested by the State's Traffic Crash Reporting Unit team. After that team completes the pilot and approves the code, Contractor will develop a user interface to host that map control ("Map Code")(referred to by Contractor as Case # 16727 and shown below).



Note: The map will only work while in a connected mode so it should be disabled in disconnected mode. Access to the map will be disabled when Wi-Fi connection is unavailable.

The Map Code will:

- 1) Provide functionality offering a variety of views for the map including: Aerial, Street, and Hybrid (combination of Aerial with an overlay of the Street) views provided that the CSS web service supports such functionality.
- 2) Provide functionality in the map that will allow the user to pan to any other area within the bounds of the state of Michigan.
- 3) Provide functionality that includes a reset option to the user which returns to the original displayed map.
- 4) Provide functionality in the map that will allow the user to select the location where the crash occurred (referred to by Contractor as Case # 16724 and shown below).

City

1

Street (Number Name)

2

Intersecting Street

☒ At intersection

Search

- 5) Provide a mapping component hosted by CSS.
(<https://gis.mcgi.state.mi.us/ArcGIS/rest/services/BaseMap/StreetMap/MapServer>) The State of Michigan shall maintain licensing with an applicable vendor.
- 6) Build a user interface that allows the user to display the mapping component.

Note:

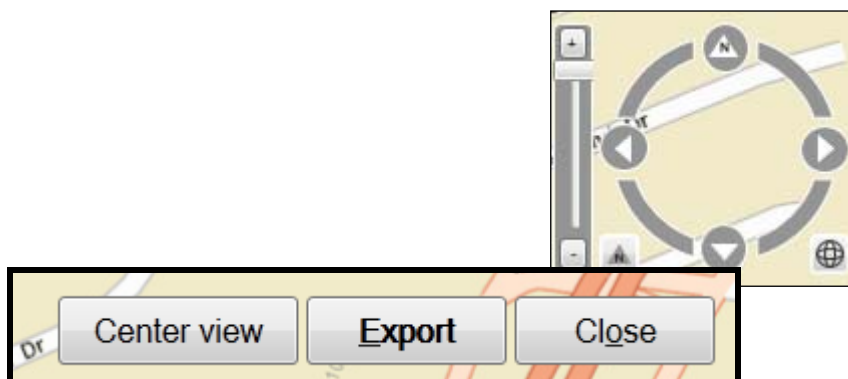
- - The user will be able to locate an accident by using a single 'push pin' on the map.
 - Based on the selected location, system will pass the geo coordinates into MSP's geo lookup service.
- 7) Provide functionality that will enable a user to select a location on the visual map to automatically import into the crash report. The mapping service will accept parameters of County, City/Township, Primary Street Name, Distance, Direction, and Intersecting Street Name (referred to by Contractor as Case # 16721 and shown below).

Requirements:

- Use the selected location to populate the crash form.
 - If no location is found in the CSS service, system will return an empty result and display a 'No Road Found' message to the user.
 - If multiple results are found, system will prompt users and provide options from which users may select desired option.
 - If the user attempts to push pin the location more than 100ft from road, no results will be returned by the system.
- 8) Enable a user to capture, store, and transfer the following information from the Crash Mapping Service in accordance with the Contract:
- County information
 - City/Township
 - Latitude and Longitude (Note: this information is not currently captured on the UD-10 and the TCRS crash export will be updated) (referred to by Contractor as Case ## 16726 and 16830 and shown below).

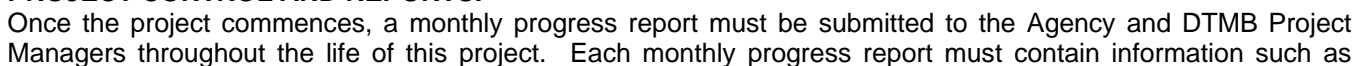
Latitude - (decimal degrees) 29.92036	Longitude- (decimal degrees) -95.56370
---	--

- 9) Enable user to rotate and zoom Map View.



- 10) As applicable, function in accordance with MSP standards, as communicated to Contractor in writing, in a Change Order, or contained with the Contract.
- 11) Provide functionality with ability to control whether the mapping capabilities are available to the agency based on the ORI (originating agency) number.

The following depicts the user interaction:



current status, actions taken, progress made, and any risks identified since the previous report. Any changes to this Statement of Work will require a Contract Change Notice executed by Contractor and DTMB Procurement to be effective.

PAYMENT SCHEDULE:

Payment will be based on a firm-fixed, deliverables-based price model. Contractor may invoice the State after all deliverables have been formally tested and accepted by the State. The total firm fixed fee for Contractor's Services is **Fifty-Five Thousand, Two Hundred Dollars (\$55,200)** and is based upon Contractor's determination that it must provide the following resources to fully perform this Statement of Work:

Architect / Senior .NET Developer	80 hours	\$115	\$9,200.00
Senior .NET Developer	400 hours	\$115	\$46,000.00

Payment shall be considered timely if made by the 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:

Sydney Smith
Michigan State Police
Traffic Crash Reporting Unit
MSP HQ, 1st Floor
333 South Grand Avenue
Lansing, Michigan 48909
Phone: (517) 241-1750
Fax: (517) 241-1644
Smiths57@michigan.gov

The designated DTMB Project Manager is:

Debbi Simon
Senior Project Manager
DTMB-EPMO Supporting MDOT, MSP, DOC, and DMVA
Van Wagoner Building, 3rd Floor
425 West Ottawa Street
Lansing, Michigan 48909
Phone: 517-241-9524
Fax: 517-335-4239
simond1@michigan.gov

GENERAL ASSUMPTIONS:

- All dates referenced in this document are subject to change based upon modifications to Project scope and/or dates as approved by MSP, and mutually agreed upon in writing by both parties.
- Contractor may submit invoices for the firm fixed deliverables after the State has formally tested and accepted same.
- Notwithstanding anything contained in the Contract, no restrictions shall be placed on Contractor's ability to perform the same or similar services for other clients or to provide similar deliverables to other clients.
- Contractor's ability to fulfill its obligations hereunder is at all times subject to: the accuracy of the information contained herein or otherwise provided to Contractor; MSP/DTMB/CSS, or other parties in connection with this Statement of Work, fulfilling its obligations; any delays or scope changes caused by MSP; and any delays or stoppages due to occurrences beyond Contractor's control.
- Furthermore, Contractor shall not be held liable for failure to fulfill its obligations hereunder in the case of:
 - Failure of MSP/DTMB/CSS to provide adequate specifications and/or requirements and the web

- service definitions;
- Failure of MSP/DTMB/CSS to approve a project deliverable or Change Order Request in a timely fashion; and
- Failure of MSP/DTMB/CSS to fulfill its obligations hereunder.

AGENCY RESPONSIBILITIES:

- Assign a primary point of contact with Contractor.
- Ensure access to systems, resources etc. needed to complete development activities.
- Ensure access to application source code, database and server(s) needed for development activities assigned.
- Provide all hardware and software licenses required, including without limitation licensing required for Contractor's access to MGF.
- Provide network and VPN access necessary to complete the project. Delays in access may impact schedule.
- Review and provide feedback on all deliverables.
- Provide adequate specifications and/or requirements and the web service definition.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor will perform services remotely unless otherwise requested by the State.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

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

CHANGE NOTICE
CONTRACT NO. 071B0200339
hereafter referred as
CONTRACT NO. 071B5500023
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR (AFTER ASSIGNMENT):	PRIMARY CONTACT	EMAIL
LexisNexis Claims Solutions, Inc. 1000 Alderman Drive Alpharetta, GA 30005	Salman Anwar	Salman.anwar@lexisnexis.com
	TELEPHONE	NEW CONTRACTOR #, MAIL CODE
	269-615-7949	

PREVIOUS NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
IyeTek LLC 950 Trade Center Way, Ste 115 Kalamazoo, MI 49002	Salman Anwar	Salman.anwar@iyeTek.com
	TELEPHONE	PREVIOUS CONTRACTOR #, MAIL CODE
	888-949-3835	

DESCRIPTION OF CHANGE NOTICE:
<p>iyetek, LLC (iyetek) requested an assignment of this Contract to LexisNexis Claims Solutions, Inc. (LexisNexis) because LexisNexis acquired a 100% interest in iyeTek. Due to the internal systems related to the release of Contractor payments, a new Contract number must be assigned. The new Contract Number is 071B5500023. The Contractual obligations and rights of Contract Number 071B0200339 are hereby assigned to LexisNexis Claims Solutions, Inc.</p> <p>THIS CHANGE IS EFFECTIVE: 10/14/2014</p>
<p>\$473,982.76 REMAINING ON CONTRACT # 071B0200339 TO BE TRANSFERRED TO CONTRACT # 071B5500023.</p>

Contract No. 071B0200339 hereafter referred as Contract No. 071B5500023

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	David Roach	517-241-2220	Roachd2@michigan.gov
BUYER:	DTMB	Jarrold Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
iyeCrash and iyeCitation Software, Maintenance and Support			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	10/14/2014	09/13/2015	5 one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

FOR THE CONTRACTOR:

LexisNexis Claims Solutions, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Sharon Walenga-Maynard,
Sourcing Director

Name/Title

DTMB Procurement

Enter Name of Agency

Date

FOR THE CONTRACTOR:

IyeTek LLC

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

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

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B0200339
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
iyeTek LLC 950 Trade Centre Way, Ste 115 Kalamazoo, MI 49002	Salman Anwar	salman.anwar@iyeTek.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 949-3835 Extension 701	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sandi Thorne	517-335-4070	ThorneS@michigan.gov
BUYER	DTMB	Jarrold Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: iyeCrash and iyeCitation Software, Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/14/2010	9/13/2015	Five One-Year	9/13/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/13/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$899,392.00		\$3,155,967.00		

Effective the date signed below by the last required signer, this contract is amended to:

1. Add \$899,392.00, comprised of \$661,440.00 for 466 additional iyeCrash and 366 iyeCitation licenses and \$237,952.00 for software support and maintenance on those additional licenses for the period 10/1/2013 through 9/30/2015. Pricing is per rates established in the original contract. Hereafter, the parties will true-up up the iyeCrash and iyeCitation licenses annually each June beginning in June 2015. Per vendor and agreement, DTMB Procurement approval and the approval of the State Administrative Board on

June 24, 2014.

2. Add the services described in the attached Crash Location Improvement Project Statement of Work and contractor Quote Number 2014-710265. This portion of the contract amendment is a zero-dollar change, utilizing \$11,500 of the original contract's Future Enhancements funding. After amendment, remaining Future Enhancements balance is \$347,006.76. Per vendor and agency agreement, DTMB Procurement approval and original contract approval of the State Administrative Board on September 14, 2010.
 3. Require henceforth that to use any portion of Future Enhancements funding, the State will submit a Statement of Work (SOW) to the Contractor for the additional goods or services requested. For each such SOW received from the State, the Contractor will provide a Written Proposal. Upon review and written approval of the Written Proposal by the DTMB Project Manager and Agency Project Manager, the Agency will submit a contract change request to DTMB-Procurement in accordance with Section 1.403 Change Management. Upon review and written approval by DTMB-Procurement, and the State Administrative Board if required, a Contract Change Notice will be executed. A fully executed Contract Change Notice is required prior to issuance of any Purchase Order release and prior to providing any Future Enhancements goods or services.
 4. Change the Buyer and Contract Administrator to Jarrod Barron.
- All other pricing, terms and conditions remain the same.

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

Project Title: Crash Location Improvement Project (CLIP)	Period of Coverage: 07/07/14-09/30/14
Requesting Department: Michigan State Police	Date: July 7, 2014
Agency Project Manager: Sydney Smith	Phone: 517-241-1750
DTMB Project Manager: Debbi Simon	Phone: 517-241-9524

Brief description of services to be provided.

BACKGROUND:

Project Description/Scope

Currently, the crash location information is placed on the UD-10 by a police officer, typically using his/her best estimate of the location of the crash from a nearby crossroad. Although, the officer may measure or pace-off a distance close to an intersection, reviews of crash data show that the officer many times will estimate a distance from an intersection, using an estimate of 500 feet, 1000 feet, etc. The accurate location of crashes, whether at/near an intersection or at a distance from an intersection, is extremely important in determining where a crash pattern is occurring, thereby enabling road agencies to review the crash locations and possibly fix the issue. Many crashes near an intersection may be intersection related or they may be driveway related. Depending on the intersection, there may be several driveways close to the intersection making the accurate location of the crash even more important.

The addition of a mapping system to the electronic UD-10 form would give the officer several advantages to correctly locate crashes. The proposed system would use the existing Michigan Geographic Framework (MGF) map as a base product with extra functionality added as options. If the map or any of the add-ons fails, the officer would then use the existing process of locating the crash.

- A MGF electronic map would allow the officer to see the nearby streets and better gauge the correct location of the crash.
- The map would allow the officer to click a point on the road where the crash occurred and automatically populate many (potentially 10-20) fields or bubbles increasing accuracy and reducing the officer's time to fill the UD-10.

Project Objectives

- Develop a comprehensive solution that will allow Law Enforcement Agencies to have a mapping tool displayed as part of the electronic UD-10 form display.
- Utilize the Michigan Geographic Framework (MGF) as the source for the displayed map and the road data reported through the UD-10 form.
- Support web based services access for Law Enforcement vehicles that are authorized to connect via the internet.
- Support local services for Law Enforcement vehicles that are not authorized to connect via the internet or for locations where the internet signal is not available.

Business Benefits

- Accurate crash location information for use by police and engineers.
- Save the officer time by electronically entering the crash location information.
- Reduce UD-10 processing time by having fewer location errors requiring manual correction.
- Save staff time by reducing the number of crashes that must be manually located.

Estimated Project Deliverables: Due by September 30, 2014

- Business /System Requirements and Design
- Compile a Specification Document and develop Wireframes
- Project Plan tying out remaining CLIP milestones, deliverables, dates and levels of effort
- Quote Breakdown by the above Project Plan milestones, deliverables, dates and levels of effort



Law Enforcement Software Solutions
A LexisNexis® Company

A Quotation for

Dept. Of Technology, Management and Budget
Procurement Services
320 S. Walnut, Lansing MI 48913
DTMB-Accounts-Payable@michigan.gov

A Quotation by

Name: Saira Malik
Email: Maliks@iyetek.com
Phone #: (888) 949-3835 x 711
Fax #: (248) 786-5349
Date Quoted 7/9/2014

Agency Name: State of Michigan DTMB
Contract #071B0200339
Quote Number: 2014-710265
Int. Number:

Line Item	Part Number	Description	Quantity	Unit Price	Extended Price
1	Contractor	Consulting Services for the Crash Location Improvement Project (CLIP) (*May Require Additional Hours to complete Sepcification Document/Wireframes as identified during the JAD Sessions.)	100	\$115.00	\$11,500.00
Thank you for this opportunity to submit our quotation for your review. Please provide a copy of				Total:	\$11,500.00

Pricing is guaranteed 15 days from date of proposal.

To accept this proposal, sign here and return : _____

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

9/12/2013

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B0200339
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
iyeTek LLC 950 Trade Centre Way, Ste 115 Kalamazoo, MI 49002	Salman Anwar	salman.anwar@iyeTek.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 949-3835 Extension 701	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sandi Thorne	517-335-4070	ThorneS@michigan.gov
BUYER	DTMB	Steve Motz	(517) 241-3215	MotzS@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: iyeCrash and iyeCitation Software, Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/14/2010	9/13/2015	Five One-Year	9/13/2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	9/13/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$249,895.00		\$2,256,575.00		
Effective immediately this contract is INCREASED by \$249,895.00 per the attached. Per Administrative Board approval on 7/23/2013. Please Note: the Contract Compliance Inspector for the State is changed to Sandi Thorne.				
All other terms, conditions, specifications and pricing remain unchanged.				



950 Trade Centre Way, Ste. 115
Kalamazoo, MI 49002
Toll Free # (888) 9 IYETEK
www.iyeTek.com

June 3rd 2013

Lt. Steve Horwood
Michigan State Police Headquarters
333 S. Grand Avenue
Lansing, MI 48909

Lt. Horwood,

I am writing to confirm that iyeTek agrees to the addition of *CVED Officer Daily Module* to the existing *Officer Daily Contract* between SOM and iyeTek.

We look forward to working on this initiative with MSP and accept the estimated additional work (2173 hours) as well as the anticipated costs for programming services in the amount of \$249,895 as discussed in the *Amend Officer Daily/eCrash/eCitation Integration Project Contract* for this project.

I will continue to be the Project Manager for this project. Please do not hesitate to contact me should you require any further clarification.

Regards,

A handwritten signature in black ink, appearing to read 'Salman', with a stylized flourish at the end.

Salman Anwar
Phone: 888-949-3835 x 701
Email: salman.anwar@iyeTek.com



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

Project Title: Amend Officer Daily/eCrash/eCitation Integration	Period of Coverage: 7/1/13-6/30/14
Requesting Department: MSP-SSB-CVED	Date: 5 June 13
Agency Project Manager: LT Steven Horwood	Phone: 517-241-1661
DTMB Project Manager: Steven Goodhall	Phone: 248-505-5204

Brief Description of Services to be provided:

BACKGROUND:

Amend current contract to include Commercial Vehicle Enforcement Division CVED specific tables and edits to Edaily per objectives.

A critical component of the CVED Officer Daily is its use of data for budget reporting. Standard activity analysis is just one component of the Officer Daily. The amendment must include CVED reporting specifications as a primary function and be fully available at time of project sign-off.

The State of Michigan (SOM), through the Michigan Department of State Police (MSP), and Department of Technology, Management and Budget (DTMB), seeks to amend the acquired customized Software for the Officer's Daily (OD) that is integrated with electronic citation (eCitation) and the electronic crash (eCrash) reporting system. Complete with a Officer Daily Query Builder (ODQB) framework for Commercial Vehicle Enforcement division. The ODQB will provide the functionality for trained MSP staff to build queries on all of the data being collected in the new Officer Daily application. The ODQB will also provide a means to store queries in a library. Lastly, The SOM is requesting the vendor iyeTek Host and Manage the Officer's Daily Software after completion and deployment of the software.

The automated Officer's Daily application is designed to track Officers Daily activity and equipment in a systematic and reportable and retrievable format. The Officer Daily (OD) application is designed to be used on desktop computers, as well as mobile data computers (MDC). When there is access to the network, Officer Daily's Data is sent directly to the central database. However, when there is no network available data is stored on the MDC for later transfer. When an officer returns to a location (i.e. Post), he simply closes the OD application on the MDC and downloads the Daily Logs. The stored data is then retrieved and the Officer transfers and stores the information on a USB flash drive. When data is at rest, it is encrypted using FIPS 140-2 algorithm. The officer inserts the flash drive into a desktop computer, where network connectivity is available, and logs into the OD application. The application asks for confirmation and then uploads the OD from the flash drive to the central database on the network.

Troopers and Motor Carrier Officers can submit his/her daily for approval by entering time accounting and patrol hours and mileage allocations. All completed records are reviewed by a designated supervisor at the Post or worksite. The supervisor approves/rejects them based on the accuracy of information entered by the trooper/MCO. If rejected, the daily is sent back to the trooper/MCO for modifications and is resubmitted. If required a hardcopy of the daily report can be printed from the application.

Supervisors have access to an administrative portal. A Daily Reporting component is available for review of a single daily or for summary review of information using different filters. Filters available for creating summary review include: date range selection, district, worksite, shift, assignment, project detail, PCA, Index, county, township or project number. Other supervisor and administrative functions of the application include, missing

daily review, time accounting reports, user maintenance, and table maintenance of Post specific lookup tables. Also available is a Sync Lookup Tables process for downloading lookup tables from the central database to a desktop or flash drive for updating the MDCs.

The application is required to run in three different network connectivity modes; namely Connected, Disconnected and Limited mode. When there is no network connection available, the software will autonomously store the Data on the local computer or USB flash drive and continuously attempts to locate a connection so that it may transmit the Data to the Central repository, it does this until it receives confirmation of receipt from the central repository.

Query Building Framework, will allow MSP employees the capability to build queries on all of the data being collected in the new Officer Daily application. The ODQB will also provide the means to store queries in a library so that less experienced MSP staff will be able to select a pre-built query and modify parameters prior to running to obtain the desired results.

PROJECT OBJECTIVE:

The objectives of the Officer Daily project are:

Amend current contract objectives 1 through 7 and add 8-12.

1. Program and integrate the Officer Daily Program with CVED Daily tables and eCrash and eCitation programs.
2. Facilitate the creation of CVED Daily Reports in the mobile environment
3. Streamline the process for supervisors who approve Officer Daily's, Traffic Accidents and Citation Reports
4. Enhance the user interface of the Officer Daily Software to enable Troopers/MCO's to quickly enter required data.
5. Provide detailed information using various filters. Example-Division, District, Post, Assignment, user
6. Implement user level security features
7. Create a Query Builder Component to enhance Reporting Capabilities ADDED

Provide programing changes or allow data collection and distribution to MSP/DTMB to accommodate:

8. Supervisor edit function for subordinate dailies district wide and not post location specific
9. Show all subordinate submitted, rejected and pending review in supervisor admin screen
10. Amend contract to incorporate CVED data into database for Dashboard reporting
11. Allow or provide detailed budget reporting from CVED activity and special project data
12. Admin Command user must be able to see all data under their command without logging in to specific Post ORI.

SCOPE OF WORK:

The following is in scope:

- Development of a CVED Officer's Daily or module
- Customizing Officer Daily Software to fulfill MSP's functional requirement
- Integration with iyeCitation {eCitation) and iyeCrash {eCrash)
- Train the Trainers
- Assist MSP with implementation and installation until project is underway
- Provide a help desk support during implementation
- Provide documentation on configuration to allow for MSP to continue with implementation
- Hosting and Maintenance for Officer Daily Application

TASKS:

Technical support is required to assist with the following tasks:

1. Include CVED requirements into the current E-Daily.
2. Integrate CVED Requirements into e-Crash and e-Citation
3. Develop, test and implement an Export from the SQL Database hosted by the vendor and import into the Oracle database in the SOM Hosting Center.

DELIVERABLES:

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

Milestone 1:

1. Conduct JAD Sessions with MSP CVED and DTMB to confirm all Business Requirements.
2. Obtain sign-off for final Business Requirements from MSP CVED and DTMB.

Milestone 2

3. Prepare Architectural Model of the solution.
4. Design Graphical User Interface

Milestone 3

5. Update/Alter Database tables for E-Daily
6. Add new tables, stored procedures and triggers for MSP CVED additions

Milestone 4

7. Detail Golding Phase
8. Write Unit Test
9. Develop Webservices

Milestone 5

10. Code Edits/Modifications to Daily to meet CVED Daily Business Requirements
11. Develop Administrative Functions in Admin Portal

Milestone 6:

12. Develop Export Interface to SOM Database
13. Provide Data to MSP/DTMB for Dashboard testing and validation

Milestone 7:

14. Testing and Validation/De buggin of CVED Daily and Administrative Functions.

Milestone 8:

15. Finish and Sign-off of Project.

ACCEPTANCE CRITERIA:**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. Vendor staff supporting this project will be required

to undergo and extensive background check to include a Federal Background Check.

PAYMENT SCHEDULE:

Payment will be made on a Satisfactory acceptance of each Milestone. 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 the 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 Bower
MSP
CJIC
MSP HQ's 2nd Floor
333 S Grand Ave
Lansing, MI 48933
517-241-1661
bowerk@michigan.gov

The designated DTMB Project Manager is:

Steven Goodhall
DTMB
AS-DMVA/MSP
MSP HQ's, 4th Floor
333 S Grand Ave
Lansing, MI 48933
248-505-5204
GoodhallS1

AGENCY RESPONSIBILITIES:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at MSP HQ's, 333 S Grand Ave, in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 14, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B0200339

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR iyetek LLC 4664 Campus Drive, Suite 100 Kalamazoo, MI 49008 Email: salman.anwar@iyetek.com		TELEPHONE (888) 949-3835 Extension 701 Salman Anwar
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barb Suska iyecrash and iycitation Software, Maintenance and Support		
CONTRACT PERIOD From: September 14, 2010 To: September 13, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

ESTIMATED CONTRACT VALUE: \$2,006,680.00.

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

CONTRACT NO. 071B0200339

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR iyeTek LLC 4664 Campus Drive, Suite 100 Kalamazoo, MI 49008 Email: salman.anwar@iyeTek.com		TELEPHONE (888) 949-3835 Extension 701 Salman Anwar
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barb Suska iyeCrash and iyeCitation Software, Maintenance and Support		
CONTRACT PERIOD From: September 14, 2010 To: September 13, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are enclosed. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$2,006,680.00		

THIS IS NOT AN ORDER the terms and conditions of this Contract are enclosed. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Original contract was awarded on the basis of our inquiry bearing the RFP No. 071I0200201.

FOR THE VENDOR:

iyeTek LLC
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Greg Faremuth, Director

Name
IT Division, Purchasing Operations

Title

Date



**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

**iyeCrash and iyeCitation Software, Maintenance and Support
Michigan State Police
Criminal Justice Information Center**

Buyer Name: Steve Motz
Telephone Number: (517) 241-3215
E-Mail Address: motzs@michigan.gov



Table of Contents

DEFINITIONS	41
Article 1 – Statement of Work (SOW)	43
1.000 Project Identification	43
1.001 Project Request	43
1.002 Background	43
1.100 Scope of Work and Deliverables	43
1.101 In Scope	43
1.102 Out of Scope	44
1.103 Environment	44
1.200 Roles and Responsibilities	54
1.201 Contractor Staff, Roles, and Responsibilities	54
1.202 State Staff, Roles, And Responsibilities	55
1.203 Other Roles And Responsibilities - RESERVED	55
1.300 Project Plan	55
1.301 Project Plan Management	55
1.302 Reports	56
1.400 Project Management	57
1.401 Issue Management	57
1.402 Risk Management	57
1.403 Change Management	57
1.500 Acceptance	57
1.501 Criteria	57
1.502 Final Acceptance – See Attachment A for payment schedule.	57
1.600 Compensation and Payment	58
1.601 Compensation and Payment	58
Attachment A - Pricing	58
Article 2, Terms and Conditions	59
2.000 Contract Structure and Term	59
2.001 Contract Term	59
2.002 Options to Renew	59
2.003 Legal Effect	59
2.004 Attachments & Exhibits	59
2.005 Ordering	59
2.006 Order of Precedence	59
2.007 Headings	60
2.008 Form, Function & Utility	60
2.009 Reformation and Severability	60
2.010 Consents and Approvals	60
2.011 No Waiver of Default	60
2.012 Survival	60
2.020 Contract Administration	60
2.021 Issuing Office	60
2.022 Contract Compliance Inspector	60
2.023 Project Manager	61
2.024 Change Requests	61
2.025 Notices	62
2.026 Binding Commitments	63
2.027 Relationship of the Parties	63
2.028 Covenant of Good Faith	63
2.029 Assignments	63
2.030 General Provisions	63
2.031 Media Releases	63
2.032 Contract Distribution	63
2.033 Permits	63



2.034	Website Incorporation	64
2.035	Future Bidding Preclusion	64
2.036	Freedom of Information	64
2.037	Disaster Recovery	64
2.040	Financial Provisions	64
2.041	Fixed Prices for Services/Deliverables	64
2.042	Adjustments for Reductions in Scope of Services/Deliverables	64
2.043	Services/Deliverables Covered	64
2.044	Invoicing and Payment – In General	64
2.045	Pro-ration	65
2.046	Antitrust Assignment	65
2.047	Final Payment	65
2.048	Electronic Payment Requirement	65
2.050	Taxes	65
2.051	Employment Taxes	65
2.052	Sales and Use Taxes	65
2.060	Contract Management	66
2.061	Contractor Personnel Qualifications	66
2.062	Contractor Key Personnel	66
2.063	Re-assignment of Personnel at the State's Request	66
2.064	Contractor Personnel Location	67
2.065	Contractor Identification	67
2.066	Cooperation with Third Parties	67
2.067	Contract Management Responsibilities	67
2.068	Contractor Return of State Equipment/Resources	67
2.070	Subcontracting by Contractor	67
2.071	Contractor full Responsibility	67
2.072	State Consent to delegation	67
2.073	Subcontractor bound to Contract	68
2.074	Flow Down	68
2.075	Competitive Selection	68
2.080	State Responsibilities	68
2.081	Equipment	68
2.082	Facilities	68
2.090	Security	68
2.091	Background Checks	68
2.092	Security Breach Notification	69
2.093	PCI DATA Security Requirements	69
2.100	Confidentiality	69
2.101	Confidentiality	69
2.102	Protection and Destruction of Confidential Information	70
2.103	Exclusions	70
2.104	No Implied Rights	70
2.105	Respective Obligations	70
2.110	Records and Inspections	70
2.111	Inspection of Work Performed	70
2.112	Examination of Records	70
2.113	Retention of Records	71
2.114	Audit Resolution	71
2.115	Errors	71
2.120	Warranties	71
2.121	Warranties and Representations	71
2.122	Warranty of Merchantability	72
2.123	Warranty of Fitness for a Particular Purpose	72
2.124	Warranty of Title	72
2.125	Equipment Warranty	73
2.126	Equipment to be New	73
2.127	Prohibited Products	73
2.128	Consequences for Breach	73
2.130	Insurance	73
2.131	Liability Insurance	73



2.132	Subcontractor Insurance Coverage	75
2.133	Certificates of Insurance and Other Requirements	75
2.140	Indemnification	75
2.141	General Indemnification	75
2.142	Code Indemnification	76
2.143	Employee Indemnification	76
2.144	Patent/Copyright Infringement Indemnification	76
2.145	Continuation of Indemnification Obligations	76
2.146	Indemnification Procedures	76
2.150	Termination/Cancellation	77
2.151	Notice and Right to Cure	77
2.152	Termination for Cause	77
2.153	Termination for Convenience	78
2.154	Termination for Non-Appropriation	78
2.155	Termination for Criminal Conviction	78
2.156	Termination for Approvals Rescinded	78
2.157	Rights and Obligations upon Termination	78
2.158	Reservation of Rights	79
2.160	Termination by Contractor	79
2.161	Termination by Contractor	79
2.170	Transition Responsibilities	79
2.171	Contractor Transition Responsibilities	79
2.172	Contractor Personnel Transition	79
2.173	Contractor Information Transition	80
2.174	Contractor Software Transition	80
2.175	Transition Payments	80
2.176	State Transition Responsibilities	80
2.180	Stop Work	80
2.181	Stop Work Orders	80
2.182	Cancellation or Expiration of Stop Work Order	80
2.183	Allowance of Contractor Costs	80
2.190	Dispute Resolution	81
2.191	In General	81
2.192	Informal Dispute Resolution	81
2.193	Injunctive Relief	81
2.194	Continued Performance	81
2.200	Federal and State Contract Requirements	81
2.201	Nondiscrimination	81
2.202	Unfair Labor Practices	82
2.203	Workplace Safety and Discriminatory Harassment	82
2.204	Prevailing Wage	82
2.210	Governing Law	82
2.211	Governing Law	82
2.212	Compliance with Laws	82
2.213	Jurisdiction	84
2.220	Limitation of Liability	84
2.221	Limitation of Liability	84
2.230	Disclosure Responsibilities	84
2.231	Disclosure of Litigation	84
2.232	Call Center Disclosure	85
2.233	Bankruptcy	85
2.240	Performance	85
2.241	Time of Performance	85
2.242	Service Level Agreement (SLA)	85
2.243	Liquidated Damages - RESERVED	86
2.244	Excusable Failure	86
2.250	Approval of Deliverables	87
2.251	Delivery of Deliverables	87
2.252	Contractor System Testing	87



2.253	Approval of Deliverables, In General	87
2.254	Process for Approval of Written Deliverables	88
2.255	Process for Approval of Custom Software Deliverables	89
2.256	Final Acceptance	89
2.260	Ownership	89
2.261	Ownership of Work Product by State	89
2.262	Vesting of Rights	89
2.263	Rights in Data	90
2.264	Ownership of Materials	90
2.270	State Standards	90
2.271	Existing Technology Standards	90
2.272	Acceptable Use Policy	90
2.273	Systems Changes	90
2.280	Extended Purchasing	90
2.281	MiDEAL (Michigan Delivery Extended Agreements Locally)	90
2.282	State Employee Purchases	91
2.290	Environmental Provision	91
2.291	Environmental Provision	91
2.300	Deliverables	92
2.301	Software	92
2.302	Hardware - RESERVED	92
2.310	Software Warranties	92
2.311	Performance Warranty	92
2.312	No Surreptitious Code Warranty	93
2.313	Calendar Warranty	93
2.314	Third-party Software Warranty	93
2.315	Physical Media Warranty	93
2.320	Software Licensing	94
2.321	Cross-License, Deliverables Only, License to Contractor	94
2.322	Cross-License, Deliverables and Derivative Work, License to Contractor	94
2.323	License Back to the State	94
2.324	License Retained by Contractor	94
2.325	Pre-existing Materials for Custom Software Deliverables	94
2.330	Source Code Escrow	95
2.331	Definition	95
2.332	Delivery of Source Code into Escrow	95
2.333	Delivery of New Source Code into Escrow	95
2.334	Verification	95
2.335	Escrow Fees	95
2.336	Release Events	95
2.337	Release Event Procedures	95
2.338	License	95
2.339	Derivative Works	96
2.400	Other Provisions	96
2.411	Forced Labor, Convict Labor, or Indentured Servitude Made Materials	96
2.421	Knowledge of Child Labor for Listed End Products	96



DEFINITIONS

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
RESERVED	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.



Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

1. The State of Michigan (State), through the Michigan Department of State Police (MSP) and Department of Technology, Management and Budget (DTMB), seek to acquire iyeCrash and iyeCitation licenses, the State standard, for electronic Traffic Crash and Citation mobile computing, to be used by MSP officers throughout the State. The additional software, and associated maintenance and support, will allow officers to capture required data fields from the patrol car and transmit data to the appropriate State level database and/or court.

1.002 Background

1. The MSP is responsible for enforcement and traffic safety throughout the State, operating largely out of its approximately 80 posts and satellite sites. Enforcement often entails the issuance of citations (commonly referred to as “tickets”) that can be for multiple offenses on one citation. MSP issues approximately 200,000 citations per year. The Uniform Citation (UD-8) is a State standardized form used by all law enforcement agencies in the State. The Motor Carrier Uniform Citation (MC-08) is a slightly different State standardized form used by all law enforcement agencies to document commercial motor vehicle tickets. In addition, the MSP polices traffic crashes and, like citations, is required to use the standard State of Michigan Traffic Crash Report (UD-10) which captures data fields regarding crash information. The MSP polices approximately 52,000 crashes per year. Both the UD-8/MC-8 and UD-10 forms are currently completed almost exclusively on paper within MSP.
2. The MPS has been pursuing a mobile computing initiative and seeks 470 iyeCrash licenses and 570 iyeCitation software licenses toward this initiative. The State reserves the right to purchase additional licenses.
3. Currently, each agency or post usually forwards paper citation information to the respective court having jurisdiction for adjudication. In the new mobile environment, the MSP will need to be able to send electronic data to all courts within Michigan. Courts have many disparate records systems which can accept electronic submissions. This is done through separate interfaces between the law enforcement agency and the specific court or, in many cases, through an electronic submission to the State’s Data Exchange Gateway (DEG). From there, court case management systems, like the one supported by the State Court Administrative Office’s Judicial Information System (JIS), can download the citation data.
4. The Contractor must interface the iyeCrash and iyeCitation software with the MSP in-house developed and maintained Automated Incident Capture System (AICS) and Officer Daily System (OD) to eliminate duplicate entry of data and seamless reporting.

1.100 Scope of Work and Deliverables

1.101 In Scope

The following is in scope:

1. Software
2. Configuration / Installation Assistance
3. Training
4. Documentation
5. Maintenance and Support
6. Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)

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



1.102 Out of Scope

The Contractor is not responsible for MSP mobile computing connectivity or configuration, other than to configure the iyeCrash and iyeCitation software to the connectivity configuration developed by MSP.

The provision of all hardware - mobile computers, bar code readers, scanners, printers, etc. is the responsibility of the MSP.

1.103 Environment

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

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided by the Contractor must comply with all applicable State IT policies and standards. The Contractor awarded the contract must request any exception to State IT policies and standards in accordance with MDIT processes. The State may deny the exception request or seek a policy or standards exception.

1 Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

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

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

2 Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

The State's security environment includes:

- Single Login.
- Encryption Standards
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)

3 IT Strategic Plan:

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html>

4 IT eMichigan Web Development Standard Tools:

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

5 The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

6 Agency Specific Technical Environment

In addition to the above generic State information, the following information regarding the MSP technical environment will be relevant to the Contractor:

**MSP Mobile Computers**

The current mobile computing environment (laptops and MDCs being used in MSP patrol vehicles) includes: Panasonic: CF-25, 27, CF28, CF29 Toughbooks; Motorola's MW520, ML910, MW800, MW810s and a few OEMs and TacNets. In some areas MSP posts have partnered with local agencies and use locally owned laptops and mobile networks. MSP mobile connectivity is established through AT&T air cards using BioKey. For desktop connectivity, posts use a combination of T1, 512 K circuits and gateway to gateway VPN over broadband. [The State may upgrade hardware models due to life cycle replacement. The Contractors software shall perform on future hardware.](#)

MSP Security Considerations

MSP security considerations include a single sign on. The MSP network requires use of firewalls and all ports required for application function must be well specified. All data communications must be encrypted using at least 128 bit encryption, per Public Act 566 of 2006.

7 Contractor Specific Technical Environment

The Contractor shall provide IP block assignment, redundant firewalls that restrict ping, notifications from cert, updates of all security patches as released, regular updates of firewall rules, intrusion detection systems, anomaly detection systems, wireless-free network, virus scanning on all incoming and outgoing traffic and regular review of network traffic logs and statistics. Specifically, the Contractor will use an Anomaly and Intrusion Detection system (next generation online security technology) that relies on the Snort technology. Firewall protection is provided by Cisco PIX/ASA devices.

Encryption:

The Contractor will use current encryption security standards. The current standards are listed below:

- ▶ FIPS 140-2 SSL
- ▶ FIPS 140-2 CSP (Microsoft Cryptographic Service Providers)
- ▶ 128 bit encryption, per Public Act 566 of 2006

Firewalling Technology:

All servers are placed behind firewall technology configured to provide minimum access and maximum protection. In addition, port scanning tools are in place to make sure that these measures are always operating at maximum efficiency.

Advanced Logging:

The logging system monitors and records every action taken within the Contractor. This system not only ensures that an activity is being logged, but it also helps make sure that Contractor's security perimeter is never breached. In addition to denying access to unauthorized visitors, Contractor security personnel are notified of any questionable activity.

Physical Security (Data Center) :

The Contractor will maintain 2 secure high availability Data Centers. These data centers sit across 2 different power grids with back – up power and redundant high bandwidth network providers to deliver a high availability, always – on computing infrastructure for our clients. The servers will be under constant supervision. Also, there is 24 hour video surveillance, secured equipment cabinets, climate control, fire suppression, and diesel generator backup systems mean that the Contractor's servers are not only secure, but will remain in operation, even in the worst conditions.

The Contractor shall notify the State immediately of any failures of either the primary or backup facility.

Session Timeouts:

Sessions will expire after a period of inactivity. This ensures that user sessions are not left idle for an unauthorized person to begin using.

Strict Password Rules:

Strict password conventions will be exercised, preventing users from choosing common or easy words to figure out.

**Failed Login Attempts:**

The Contractor will monitor login attempts and acts swiftly when consecutive login attempt failures occur. This may be a trooper who forgot their password, but it could also be a hacker trying to break in. When this occurs, the Contractor will shut down login ability to the user and the Contractor's security personnel will be notified.

IP Address Monitoring:

All activity within the Contractor's system is tracked by the originating IP address. This IP address information can be used to not only disable user access, but also track user activity within the system.

Two factor Authentication:

The Contractor will use two factor authentication to ensure that a user has been authorized to access secure systems.

Identity Management System:

If MSP requires, the Contractor will configure applications to use Novell iChain/Access Manager to achieve single sign on capabilities when used on a computer that is connected to access MSP's network.

8 General Data Requirements

The Contractor agrees to the following:

1. To transfer complete, accurate and timely crash data to the State. Definitions are as follows:
 - a) Complete Data: All required data fields in each record type are populated with the most recent crash data submitted by the trooper.
 - b) Accurate Data: Crash data submitted is accurate and true based on trooper input and data edit requirements.
 - c) Timely Data: Crash data is submitted to the State within 72 hours from the date and time of the crash report being approved by the supervisor.
2. In the event of a breach of secure information the Contractor is required to contact the MSP-CJIC Director immediately and not to exceed more than 24 hours of said breach. For the purposes of this Requirement, a breach is defined as:
 - a) Unencrypted personal identifying information is acquired by an unauthorized person.
 - b) The Contractor reasonably believes that an unauthorized person has acquired personal identifying information.
 - c) The Contractor is required to contact any persons affected by said breach via (1) written notice or (2) e-mail or (3) web site posting and public media release within 5 days of said breach.
3. To ensure wherever information is collected, stored or disseminated, the following security requirements are complied with:
 - a) The Contractor will be responsible for ensuring the data is stored in a secure environment and submitted on a nightly basis from when the report is approved by a supervisor.
 - b) Institute and document a policy to prevent unauthorized attempts by all parties (including any third party that The Contractor may rely on in delivering services to MSP) to penetrate the system and the Crash/Citation data information.
4. To retain iyeCitation and iyeCrash Report Data for 7 years from the date of issuance by troopers.

1.104 Work and Deliverable**1. Software**

The MSP requires 470 iyeCrash licenses and 570 iyeCitation licenses, which are the current State Standard. The Contractor shall provide the most current version versions available. Although the number of licenses to be purchased has been stated, the State desires to be able to purchase additional licenses on an incremental basis as needed. The State desires to be able to purchase the iyeCrash software without the iyeCitation software and vice versa.



The software shall include a LEIN query, contain the fields currently on the paper UD-8 / MC-8 and UD-10 forms, the specified edits, create an output paper "form," and generate the required reports.

This table highlights some of the key features available within the Contractors solutions:

Functionality	Description
Client connections (wireless/wired)	Supports both options
Currently supports the state's UD10, UD8, & MC8	Supports legacy and new UD10E form
Methodology for troopers to fill out crash reports/citations	Data Entry with touch screen capabilities if available.
Automated data field population	From existing LEIN interface or swipe reader
Data exchange between crash and citation plugins	Data can be imported between forms.
Error validation	Based on TCRS requirements
Approval workflow	Multi-layer workflow process is available based on individual post's policies.
Notification service (fatal notifications)	In the event of fatal notification client can send message or information to other parties or systems
Report transfer (troopers and post)	Ownership of reports may be changed by supervisor
System supports officer safety	Swipe readers are used to automate driver license lookup. Text-to Speech engine is used to speak back critical responses for officer safety.
Driver history lookup	Based on driver license, the system performs a prior history lookup across all agencies.
Functionality to support the State required crash diagram	An existing integrated diagramming tool to create accurate diagrams easily.
Functionality to locate where the incident occurred (long/lat coordinates)	Ability to integrate with Microsoft Map point and Google mapping database via web services and API compatible GPS hardware devices to collect geo-codes
System upgrade process including bug fixes and patches	Hands-free upgrades via the network on login to the application.
Crash data transmittal to the state central repository	After a report is approved by a supervisor, crash data is submitted to MSP TCRS repository.
Administration of agency information	Available through web based administration portal
Adding/deleting agencies	Available through web based administration portal
Vehicle make/model/VIN/registration checks	From existing LEIN interface

The following are all the deliverable Software Components that will be provided to MSP through this Contract. At the time of delivery, the most current compatible version of each component will be provided to MSP. Furthermore, regular updates will be covered under the initial warranty and subsequently through the annual maintenance plan. State will not be required to purchase or use any additional software for proper functioning of any of the software listed below.

iyecitation:

An electronic ticket writing solution that is highly scalable and flexible catering to the needs of a Michigan State Police, iyeCitation is way of writing civil infractions, and misdemeanors (UD-8). The Contractor also has a commercial motor carrier citation form (MC-8) that will be customized to meet all of MSP's business requirements. Troopers can write citations in a matter of minutes with a few clicks on their mobile computers or handheld devices and therefore may return to their service quicker. (See Figure 1 & Appendix A) iyeCitation is completely integrated with a State's Law Enforcement Information Network, allowing troopers to simply swipe



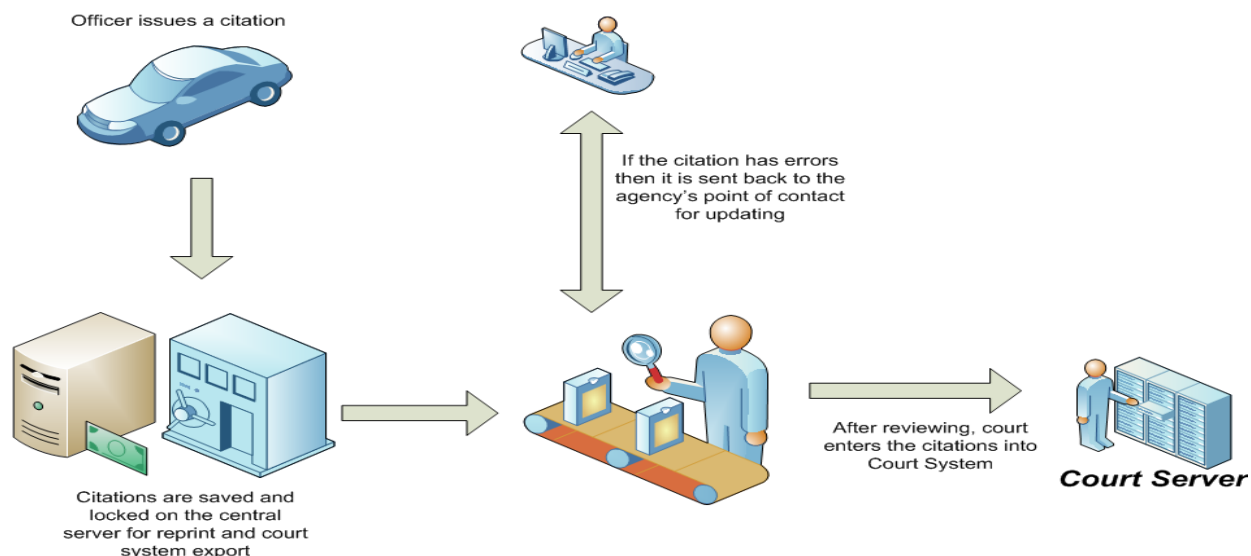
the license of the offender and automatically fill all offender fields. iyeCitation increases officer safety. The information obtained from the Secretary of State (SOS) / Department of Motor Vehicle (DMV) is read back to the officer allowing the officer to maintain visuals on the offender, vehicle and road while completing the citation. In addition, the Trooper will be immediately warned if there are any LEIN, NCIC or FBI warnings related to the vehicle or offender.

Important facts about the iyeCitation software:

- iyeCitation has a built-in *interface* to quickly reprint citations at a later time by the Records Division and or Courts.
- iyeCitation has a built-in *auto-numbering* application that manages and distributes Citation number/Crash report numbers using a smart server based database, each Post can formulate number ranges based on number of variety of criteria.
- iyeCitation has the built-in ability to provide audible *voice responses* using a state of the art text to speech engine provided by Microsoft which works in conjunction with industry leading mobile data software to analyze all of the data return from a mobile query and then can be read back to the trooper in a clear voice allowing the trooper to maintain visuals on the offender, the vehicle, and the road while completing the Citation/Crash Report.

This Contract includes licensing for applications to run in three different network connectivity modes; Connected, Disconnected and Limited mode. When there is no network connection available the software automatically stores Citation and Crash Report Data on the local computer or USB flash drive and continuously attempts to locate a connection so that it may transmit the Data to the Central repository. The system continues to monitor until it receives confirmation of receipt from the central repository. (Note: In the case of Posts above M-55, the application will be configured not to search for connectivity as application will be running on a disconnected mode through a USB flash drive). Furthermore, the last 30 days of data activity is archived on the Local Computer or USB Flash Drive before it is purged to ensure data delivery to all the required databases. This setting can be customized by the individual post, according to their specific requirements/standards. The Contractor only requires 200 MB of disk space on the USB flash drive to run the iyeTek applications, therefore the same flash drive can be used by other applications or as a data storage device if needed by the troopers. This Contractor will include interfaces to industry leading mobile software's which include but are not limited to; Motorola Premier MDC, Motorola Premier One, Core Talon, Bio-Key, New World System, Intergraph, Tritech, VisionAir, Tiburon and finally iyeTek message switch.

Figure 1



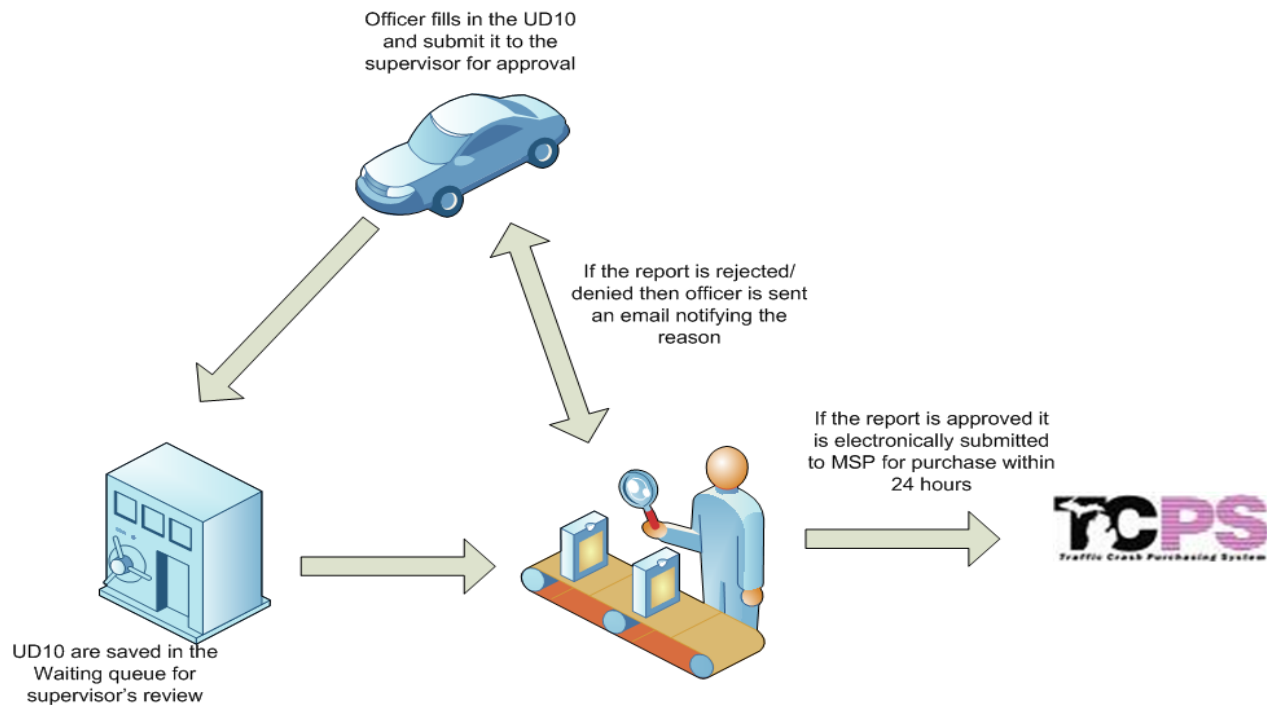
iyecrash:

A State certified Crash Reporting System (UD-10) that captures crash data quickly and efficiently. With iyeCrash, electronic data is effortlessly exported to Traffic Crash Reporting Unit. iyeCrash is a complete package for capturing Traffic Crash Reporting data and submitting it to MSP central repository. (See Figure 2 &



Appendix B) The Contractor is in compliance with MSP's "Vendor/Agency Electronic Certification Guide, July 2010" and will transmit all crash data and edits as collected through this project to the TCRS central repository. Troopers have the ability to swipe or scan a driver's license of any involved party within the vehicle. The information stored on the magnetic strip or barcode of the driver's license can be imported into the relevant fields of the crash report. Troopers can also utilize LEIN application by running SOS inquiries in their preferred mobile application. The Contractor application can also import offender and vehicle information to fill appropriate fields on the crash report. As reports are being created on iyeCrash the application inherently validates the data entered according to the rules and guidelines set forth by Michigan's Traffic Crash Reporting Unit. This system comes with an integrated diagramming tool which is simple to use, and requires no additional software or licensing. Once the report is completed by the officer, the e-report becomes available to individual post's supervisors for their approval. These reports are then processed and submitted to central repository on a nightly basis.

Figure 2



iyAPI:

iyAPI provides middleware integration between various levels of applications installed on the device/laptop to suit these demands. iyAPI allows RMS (e.g. AICS) vendors to receive parsed SOS/LEIN/UD-10/UD-8/MC-8 information and any other data element collected or processed through the Contractor's applications, which they can use to auto-populate their master name screens, through secured protocols that are pre-negotiated between trusted industry-leading vendors utilizing encryption keys. Furthermore iyAPI will enable MSP developers to receive Crash Reports and Citation Forms data including rendered PDF into their host application. By using iyAPI, Troopers will be able to quickly fill in Daily Activities/RMS screens.

Court /RMS Export Interface:

The product must utilize existing interfaces to multiple court systems within the State and be able to send electronic citations directly to the applicable court.

Export Interface enables posts to electronically transfer the data from the Electronic Citation/Crash Report to any back-end database system, including Court Case Management Systems and Records Management Systems (AICS). Once the citation/crash report is printed and saved, a data file is created (in any format requested, including XML, JXML, CSV, fixed length, etc.) with the information that needs to be entered into the back-end database system (or multiple files are created if the data needs to be transferred to multiple databases). This file is electronically transmitted to the appropriate RMS and/or Court system utilizing the



established network connection. The designated back-end vendor provides an upload script to import the data into their system. This further eliminates the need for data entry clerks to transcribe data from citation/crash reports.

(Note: The Contractor will transform data in the required format of the back-end vendor. However at times there is a cost by the back-end vendor to provide scripts to load this information, which the Contractor will not be held responsible for. In Michigan the most popular court interface JIS available in more than 75% of the District Courts) does not require any additional fee to import citation data. However, there are some courts that use a system like JMS, or Quad-Tran, etc...that have historically charged the Courts to import data if they want to create a streamlined efficient process. These fees are typically paid by the District Courts to realize the benefits of electronically importing into their Court Management System. In other words the Courts will always have access to Citations issued by the troopers, however if they want the ease of electronically importing this data into their systems they can acquire an interface to do such.)

Web Admin Portal & Reporting Software:

Web Admin Portal software provides a complete reporting and workflow system. Standard and Ad-hoc Reporting Capabilities are built-in, users can create unlimited customized reports, and establish standardized reports that are most often used by Post personnel. Post personnel can create customized reports by selecting the applicable time-frame and data elements, and will be given instant access to reports listing statistical trends, trooper activity etc. The post will also have the ability to change code tables utilized within their jurisdiction. Furthermore, any Citation or Crash report that is issued is sent electronically to a central repository for supervisors to process the data, and is easily transmitted to MSP's central databases. This option enables Post's Management, Court Administrators, and all back-office personnel to print clear, duplicate copies of tickets from any location on the post's network, saving time and increasing efficiency throughout the Posts. These printouts will replicate the exact Citation/Crash Report that was issued in the field.

LEIN Interfaces:

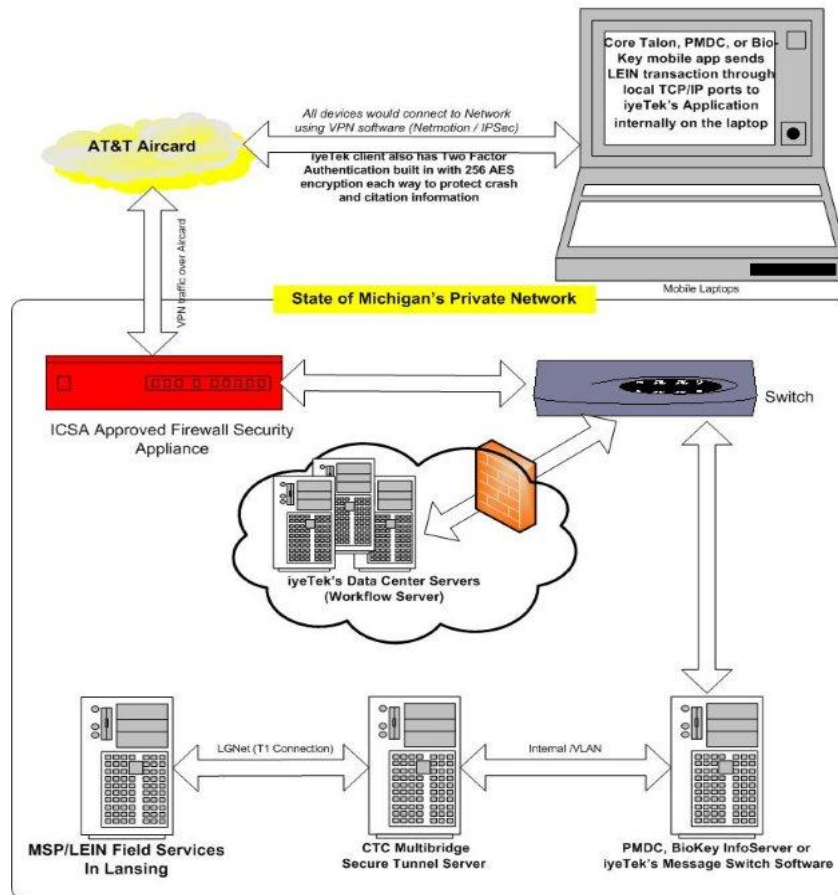
The Contractor has the ability to connect to LEIN through a variety of methods, some of the connection options that are currently in place in several agencies in the State at the moment are stated below;

- a) Bio-Key API (e.g. If a trooper is using Bio-Key mobile application in the laptop, then the Contractor relies on Bio-Key to share information with the iyeTek application through their API)
- b) PMDC API (e.g. If Motorola Premier MDC is being used then the Contractor receives LEIN information through a "message.log" file from within the laptop.)
- c) Core Talon Hooks API (Core provides LEIN responses using XML data through TCP/IP port on the local computer.)
- d) New World Systems API (the Contractor subscribes to LEIN responses through their published API using local sockets on a computer.)
- e) Direct connection from iyeTek's message switch to Core Multibridge Server (This option requires message switch software to be installed inside States private network that will communicate with CORE Multibridge tunnel which talks to LEIN Fields Services Server, at MSP.)

If an agency uses iyeTek's Message switch, LEIN data is received through communication between iyeTek Message switch and the LEIN Fields Services Server. In the case that an agency uses a third party software (e.g. Core Talon, Bio-Key, PMDC, etc.) then the Contractor receives data from the LEIN client installed on the computer/laptop. For example, as a trooper runs any LEIN transactions in his/her mobile client of choice the responses are automatically received by the Contractor's LEIN interface window through their API, and is used to auto populate the crash & citation forms.



Mobile Interface Details



2. Configuration / Installation Assistance

Upon purchase of the licenses, the Contractor will work with the MSP and DTMB to test the application's functionality within all mobile configurations that are being used by the MSP. The Contractor is responsible for configuring the application to perform within the identified configurations.

The Contractor will provide an efficient means to install the application which requires minimal hands on and technical expertise to install. The Contractor will provide assistance as needed so as to accomplish installation after the training described below has been performed.

The Contractor will provide three types of installer for LESS framework namely;

- Media based installer (Wizard based graphical user interface is displayed)
- Single exe file base installer (can be configured to do a silent install with minimum human intervention)
- Manual script based installer
- Software completely installed on a USB flash drive

3. Training

The Contractor shall provide hands on training for 15 subject matter expert users within the department. The Contractor will conduct "train the trainer" sessions for troopers- these sessions will be located at MSP District at times convenient for each of the Posts. Upon completion, troopers will be technically proficient and keenly aware of the new tactical implications of using this technology in their patrol vehicles. Location for these trainings will be determined based on number of attendees and computers available.



The Contractor provides each participating Student with a fully bound training manual that becomes property of MSP District Posts. Furthermore, The Contractor will continue to address any issues and concerns until the successful implementation is complete. Contractor will work with each Post, through interoperable communications. Each Post would assign a representative to interact with the Contractor's Project Manager from the time of deployment until the successful implementation of Electronic Citation/ Crash Reporting. This point of contact will discuss any issues that may arise in the deployment process for the betterment of submitting data electronically.

The State will utilize this training and capture screen shots to create a basic user on-line training program for both crash and citation licenses, to be posted on the MSP Mi-Train site.

The Contractor shall provide system administrator and technical training for up to 15 people sufficient enough so that at the conclusion DTMB staff shall be able to configure, load, and maintain the application, if necessary.

The Contractor shall provide updated training on upgrades and modifications of the application that affect end-user functionality at no additional cost to the State as part of the maintenance agreement. Such additional training shall comply with the initial training requirements.

Training modules shall become the property of the State.

4. Documentation

The Contractor shall submit a minimum of two copies of the following documentation in electronic and hard-copy formats:

- a. user manuals,
- b. technical manuals,
- c. system-wide specifications
- d. installation procedures,
- e. user guide,
- f. system administrator manual,
- g. configuration documents and
- h. network specification documentation

The Contractor shall provide documentation updates as additional capabilities, enhancements, or improvements are made to the application during the term of the Contract, software license, and maintenance agreement.

The documentation of features shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.

All documentation is to be organized in a format and approved by the State that facilitates updating and allows for revisions to the documentation to be clearly identified including the three previous versions.

The Contractor must notify the State of any discrepancies or errors outlined in the application, operations, and user documentation.

5. Maintenance and Support

The Contractor shall maintain the database that will be used for initial collection of data, routing, and generating reports.

The Contractor shall make maintenance of the application available on an annually renewable basis.

The Contractor shall provide one point of contact to report system malfunction.

The software maintenance agreement must include all future software updates, changes, modifications and repairs without further charge.



Support shall be available during business days from 8 a.m. to 5 p.m. The Contactor shall be available by telephone during these times and shall perform whatever travel or task is necessary to ensure the system regains operations not longer than 72 hours after operations were suspended due to application failure. The Contractor shall perform whatever travel and tasks necessary to ensure the system regains operations.

When additional investigation is required to resolve an issue, the Contractor support will work with the customer until the issue has been resolved and the customer is 100% satisfied. All maintenance described above shall be performed by qualified personnel who are familiar with the system.

Contractor will provide web-enabled troubleshooting and FAQ customer service support is available through an online help desk system which can be accessed at <http://helpdesk.iyeTek.com>.

For the first year and all subsequent contract years, the following services shall be provided for the current version and one previous version of any Software provided with the deliverables:

- a. Material Defects. The State shall be notified of any material errors or defects in the deliverables known, or made known to Contractor from any source during the contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
- b. Updates. All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by the Contractor and made generally available to its other customers at no additional charge shall be provided to the State at no additional charge.
- c. Error Correction. Upon notice by the State of a problem with the Software application (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem shall be made.

The Contractor agrees that any contract resulting from this procurement may be migrated to a centralized contract for software and associated services, without diminishing, altering or extinguishing any rights the State has under the terms and conditions of this contract.

Maintenance and support shall commence at the end of the warranty period. The warranty period shall run from the beginning of this contract until September 30, 2011. The warranty shall include:

- a. A written warranty for all products and services resulting from this Contract.
- b. All configurations covered by the manufacturer's standard warranty.
- c. The Contractor shall assign all third party warranties for deliverables to the State.
- d. Any upgrades of the software made during the warranty period supplied at no additional cost.
- e. During the warranty period, the Contractor must correct any element of the system which fails to perform in accordance with the requirements of this Contract, at no cost to the State. Corrective action by the Contractor shall include, but is not limited to, redesigning, repairing or replacing the nonconforming element.
- f. The software is free from imperfections in design and free from any and all defects and is able to perform continuously and satisfactorily under normal operating conditions.
- g. The Contractor shall be responsible for all labor and travel expenses during the warranty period.

6. Future Enhancements

The State may purchase additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment from the Contractor for up to \$575,000.00 over the life of the contract. The pricing for additional licenses, maintenance and support and services are provided in Attachment A.



Services will be dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor shall not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

The State reserves the right to purchase additional software licenses, maintenance and support, services and training.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

General Contractor Responsibilities

- Provide normal services Monday through Friday, 8:00 a.m. to 5:00 p.m. EST
- All personnel provided by the Contractor shall be subject to the rules, regulations, approval, and policies of MSP
- Replace all employees whose work was found to be unsatisfactory within five (5) business days of notification
- As required, attend and conduct program meetings using appropriate and most effective communication methods
- Provide responses to program-related questions and issues

Contractor Maintenance Responsibilities include the following

- Support the application in any technical capacity necessary to ensure proper functionality
- Provide help desk support for handling inquiries and problems
- Implement timely resolutions to problems, traveling to FSD facilities as needed

The Contractors Single Point of Contact (SPOC) shall perform the following duties:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

Contractors Single Point of Contact

Name: Salman Anwar

Phone Number: 1(888)949-3835 ext. 701

Email: Salman.Anwar@iyeTek.com

Address: 4664 Campus Drive Suite 100, Kalamazoo MI 49004, U.S.A.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

B. On Site Work Requirements

1. Location of Work

The work is to be performed, completed, and managed at the following locations:

- Maintenance and Support Activities: MSP Headquarters
333 South Grand Avenue
Lansing MI 48933

Or at Contractors Location at 4664 Campus Drive,
Suite 100. Kalamazoo, MI 49008

- Future Services: To be mutually agreed upon and identified in future Statement of Work

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.



- b. 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.
- c. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

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

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

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

1.202 State Staff, Roles, And Responsibilities

DTMB Project Manager

Dave Roach
Michigan State Police
333 S. Grand Ave.
Lansing, Michigan 48933
Email: RoachD2@michigan.gov
Phone: 517-241-2254

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

Barb Suska
Contract Administrator
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
SuskaB2@michigan.gov
517-335-4067

State Maintenance Responsibilities

- Provide a technical production support team available for transition activities
- Provide a first level help to its users

1.203 Other Roles And Responsibilities - RESERVED

1.300 Project Plan

1.301 Project Plan Management

The Contractor shall develop a deployment schedule for installation / configuration that will be mutually agreed upon by the Contractor and the State.

A preliminary deployment schedule for installation/configuration has been provided below:

**Timeline of implementation:**

(Note: This timeline is an example of a typical deployment schedule, actual dates and times will vary, actual schedule/dates will be mutually agreed upon by MSP and the Contractor).

COTS (Commercial off the Shelf) Solutions:	Software Available for Operation by:
iyecrash	30 days after Contract Approval *
iyecitation	45 days after Contract Approval *
iyecapi	30 days after Contract Approval
Web Admin Portal Software	14 days after Contract Approval
Court/RMS interfaces	30 days after Contract Approval

*Date on which Configuration and Implementation will be completed for all MSP Districts.

Deployment of the Contractor's software solutions will occur in two phases, the following are the details related to deployment:

PHASE 1: iyeCrash Software Configuration and Implementation

Task	Software Configuration*	Go Live Date**
All Posts in District 1	One Week	One Month after Software Configuration
All Posts in District 2	One Week	One Month after Software Configuration
All Posts in District 3	One Week	One Month after Software Configuration
All Posts in District 5	One Week	One Month after Software Configuration
All Posts in District 6	One Week	One Month after Software Configuration
All Posts in District 7	One Week	One Month after Software Configuration
All Posts in District 8	One Week	One Month after Software Configuration

*Note: Software configuration is the process of translating and mapping of post specific available drop down values which include Hospital, and Ambulances codes, pre-drawn diagrams of intersections that have high crash rates.

** Dependent on Department of IT's ability to distribute and install software on Post's Computers and available laptops in the field. The Contractor will be available to provide support during the installation process, if required. (See section on Support)

PHASE 2: iyeCitation Software Configuration and Implementation

Task	Software Configuration*	Go Live Date**
All Posts in District 1	One Week	45 days after Software Configuration
All Posts in District 2	One Week	45 days after Software Configuration
All Posts in District 3	One Week	45 days after Software Configuration
All Posts in District 5	One Week	45 days after Software Configuration
All Posts in District 6	One Week	45 days after Software Configuration
All Posts in District 7	One Week	45 days after Software Configuration
All Posts in District 8	One Week	45 days after Software Configuration

*Note: Software configuration is the process of translating, mapping and routing of offense codes for the citations to be able to be exported to the District Courts.

** Go live date is dependent on MSP's ability to install printers in the Vehicles

1.302 Reports

The Contractor shall provide monthly updates on the status of deployment of the software.

The Contractor has incorporated communications management planning within the project initiation phase of our project management methodology. During the project initiation phase, the Contractor's project manager works with the project team and client to begin developing the communications plan. The primary objective of the communications plan is to determine the information and communication needs of the project stakeholders. The plan defines who needs what information, when it's needed, and how it will be provided. Communication is not a single event, but an on-going process leading to, during, and after implementation. Therefore, the communications plan and matrix is reviewed regularly throughout the project's lifecycle, and updated when necessary to ensure accuracy in project communications. Therefore, the Contractor shall provide monthly updates on the status of deployment of the project outlining the progress of the project to the Project manager.



1.400 Project Management

1.401 Issue Management

The Contractor will be responsible for adhering to the State's Issue Management processes for issues related to the Contractor's solution and staff. The Contractor responsibilities may include but not limited to the following:

- a. Identify, document and communicate project issues to the CJIC Project Manager.
- b. Analyze the impact of project issues.
- c. Provide resolution of project issues.

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

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

1.402 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project. The Contractor will be responsible for adhering to the State's Risk Management processes for issues related to the Contractor's solution and staff. The Contractor responsibilities may include but not limited to the following:

- a. Identify, document and communicate project risks to the MSP Project Manager.
- b. Analyze the impact and develop action and contingency plans of project risks.
- c. Monitor and control project risks, including documentation and communication.

1.403 Change Management

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

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

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

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

1.500 Acceptance

1.501 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

The State will work with the Contractor to confirm that all deliverables have been completed in accordance with agreed upon plans and contractual terms.

1.502 Final Acceptance – See Attachment A for payment schedule.



1.600 Compensation and Payment

1.601 Compensation and Payment

Attachment A - Pricing

For authorized Product, Services and Price List, see Attachment A.

Price Term: All prices provided in Attachment A are firm for the entire length of the contract.

Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

Method of Payment

Maintenance and support charges will be paid annually and in [arrears](#), following the warranty period. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

If additional software licenses including Maintenance and Support are purchased, the vendor will pro-rate the maintenance to co-terminate with the current maintenance schedule end date.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

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

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

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



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of five (5) years beginning on **September 14, 2010** through **September 13, 2015**. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

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

2.003 Legal Effect

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

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

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

2.005 Ordering

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

2.006 Order of Precedence

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

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

**2.007 Headings**

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

2.008 Form, Function & Utility

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

2.009 Reformation and Severability

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

2.010 Consents and Approvals

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

2.011 No Waiver of Default

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

2.012 Survival

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

2.020 Contract Administration**2.021 Issuing Office**

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

Steve Motz
Buyer
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
motzs@michigan.gov
517-241-3215

2.022 Contract Compliance Inspector

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office**



authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

2.023 Project Manager

The following individual will oversee the project:

DTMB Project Manager

Dave Roach
Michigan State Police
333 S. Grand Ave.
Lansing, Michigan 48933
Email: RoachD2@michigan.gov
Phone: 517-241-2254

MSP Project Manager

F/Lt. Joel Allen
Michigan State Police
333 S. Grand Ave.
Lansing, Michigan 48933
Email: allenj@michigan.gov
Phone: 517-241-2160
Fax: 517-241-1644

The State Project Manager's will be responsible for the State's infrastructure and coordinate with the Contractor.

The DTMB and MSP Project Manager's will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various Post commanders
- Facilitate communication between different State departments/divisions
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Appoint Point of Contact at each District

2.024 Change Requests

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

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

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the



Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

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

- (1) Change Request at State Request
If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").
- (2) Contractor Recommendation for Change Requests:
Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.
- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
- (4) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (5) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

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

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

Contractor:
iyeTek LLC
Attention: Salman Anwar
4664 Campus Drive
Suite 100
Kalamazoo, MI 49008



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

2.026 Binding Commitments

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

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

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

2.029 Assignments

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

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

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

2.030 General Provisions

2.031 Media Releases

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

2.032 Contract Distribution

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

2.033 Permits

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

**2.034 Website Incorporation**

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

2.035 Future Bidding Preclusion

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

2.036 Freedom of Information

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

2.037 Disaster Recovery

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

2.040 Financial Provisions**2.041 Fixed Prices for Services/Deliverables**

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

2.042 Adjustments for Reductions in Scope of Services/Deliverables

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

2.043 Services/Deliverables Covered

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

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State.



- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

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

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

2.045 Pro-ration

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

2.046 Antitrust Assignment

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

2.047 Final Payment

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

2.048 Electronic Payment Requirement

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

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In



applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

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

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

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

**2.064 Contractor Personnel Location**

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

2.065 Contractor Identification

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

2.066 Cooperation with Third Parties

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

2.067 Contract Management Responsibilities

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

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

2.068 Contractor Return of State Equipment/Resources

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

2.070 Subcontracting by Contractor**2.071 Contractor full Responsibility**

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

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall



be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor bound to Contract

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

2.074 Flow Down

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

2.075 Competitive Selection

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

2.080 State Responsibilities

2.081 Equipment

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

2.082 Facilities

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

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete



and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

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

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 24 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA Security Requirements

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

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

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

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

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

2.100 Confidentiality

2.101 Confidentiality

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

**2.102 Protection and Destruction of Confidential Information**

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

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

2.103 Exclusions

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

2.104 No Implied Rights

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

2.105 Respective Obligations

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

2.110 Records and Inspections**2.111 Inspection of Work Performed**

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

2.112 Examination of Records



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

2.113 Retention of Records

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

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

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

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

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to



- the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
 - (f) It is qualified and registered to transact business in all locations where required.
 - (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
 - (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
 - (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
 - (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
 - (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
 - (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
 - (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
 - (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

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

2.123 Warranty of Fitness for a Particular Purpose

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

2.124 Warranty of Title

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



2.125 Equipment Warranty

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

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

Within five (5) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

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

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

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

2.126 Equipment to be New

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

2.127 Prohibited Products

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

2.128 Consequences for Breach

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

2.130 Insurance

2.131 Liability Insurance

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

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



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

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

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

See www.michigan.gov/dleg.

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

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

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

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

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

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

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

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

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

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

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



- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

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

2.133 Certificates of Insurance and Other Requirements

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

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

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to



any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

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

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

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

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

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

2.145 Continuation of Indemnification Obligations

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

2.146 Indemnification Procedures

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense



and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

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

2.152 Termination for Cause

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

**2.153 Termination for Convenience**

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

2.154 Termination for Non-Appropriation

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

2.155 Termination for Criminal Conviction

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

2.156 Termination for Approvals Rescinded

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

2.157 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to



- mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
 - (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

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

2.160 Termination by Contractor

2.161 Termination by Contractor

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 180 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

2.172 Contractor Personnel Transition

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

**2.173 Contractor Information Transition**

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

2.174 Contractor Software Transition

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

2.175 Transition Payments

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

2.176 State Transition Responsibilities

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

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

2.180 Stop Work**2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.180**.

2.182 Cancellation or Expiration of Stop Work Order

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

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination



settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this Section.

2.190 Dispute Resolution

2.191 In General

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

2.192 Informal Dispute Resolution

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
 - (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (3) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

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

2.194 Continued Performance

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

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination



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

2.202 Unfair Labor Practices

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

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage

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

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

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

2.210 Governing Law

2.211 Governing Law

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

2.212 Compliance with Laws



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

**2.213 Jurisdiction**

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

2.220 Limitation of Liability**2.221 Limitation of Liability**

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

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

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

2.230 Disclosure Responsibilities**2.231 Disclosure of Litigation**

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

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

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and



- (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB Purchasing Operations.
 - (2) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor must also notify DTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

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

2.233 Bankruptcy

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

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

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

2.240 Performance

2.241 Time of Performance

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

2.242 Service Level Agreement (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.



- (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 Liquidated Damages - RESERVED

2.244 Excusable Failure

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

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

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

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



2.250 Approval of Deliverables

2.251 Delivery of Deliverables

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

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

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

2.252 Contractor System Testing

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

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

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

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

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

2.253 Approval of Deliverables, In General

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



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

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

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

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

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254 Process for Approval of Written Deliverables

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



2.255 Process for Approval of Custom Software Deliverables

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

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

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

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

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

2.256 Final Acceptance

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 Ownership of Work Product by State

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

2.262 Vesting of Rights

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



copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

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

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

2.264 Ownership of Materials

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

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

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

2.280 Extended Purchasing

2.281 MiDEAL (Michigan Delivery Extended Agreements Locally)

THIS CONTRACT WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the



enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Contractor must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this Contract.

2.282 State Employee Purchases

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

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

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

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

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

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

- (a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a



safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

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

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

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

2.300 Deliverables

2.301 Software

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

2.302 Hardware - RESERVED

2.310 Software Warranties

2.311 Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the



event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 No Surreptitious Code Warranty

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

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

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

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

2.313 Calendar Warranty

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

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

2.314 Third-party Software Warranty

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

2.315 Physical Media Warranty

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

**2.320 Software Licensing****2.321 Cross-License, Deliverables Only, License to Contractor**

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

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor

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

2.323 License Back to the State

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

2.324 License Retained by Contractor

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

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

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

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

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

2.325 Pre-existing Materials for Custom Software Deliverables

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

**2.330 Source Code Escrow****2.331 Definition**

"Source Code Escrow Package" shall mean:

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

2.332 Delivery of Source Code into Escrow

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

2.333 Delivery of New Source Code into Escrow

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

2.334 Verification

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

2.335 Escrow Fees

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

2.336 Release Events

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

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

2.337 Release Event Procedures

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

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

2.338 License



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

2.339 Derivative Works

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

2.400 Other Provisions

2.411 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Bidder represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

2.421 Knowledge of Child Labor for Listed End Products

- (a) "Forced or indentured child labor" means all work or service:
- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (ii) Performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.
- (b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin
N/A	N/A
N/A	N/A
N/A	N/A

- (c) The Contractor will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.



ATTACHMENT A: PRICING

TOTAL PROJECT COST SUMMARY

Description	Total Price
ieyCrash and ieyCitation software licenses (Table 1)	\$826,800.00
ieyCrash and ieyCitation maintenance costs (5 years) (Table 2)	\$594,880.00
Escrow Fees as described in Section 2.330 of Contract (5 years) (Table 3)	\$10,000.00
Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the ieyCrash and ieyCitation environment) ***** (Table 4)	\$575,000.00
TOTAL PROJECT COST	\$2,006,680.00

Table 1: ieyCrash and ieyCitation Software Costs

Description	Quantity	Unit Price	Total Price
ieyCrash software licenses *	470	\$795/license **	\$373,650.00
ieyCitation software licenses *	570	\$795/license **	\$453,150.00
			\$826,800.00

Note:

* This category includes all licenses, ieyVoice, Auto-Numbering feature, Web Administration Portal, Court interfaces, implementation, configuration, training, the API, documentation, and warranty until September 30, 2011.

** The State can purchase any number of additional licenses at the above discounted rate. Also ieyCrash and ieyCitation can be purchased independently.

Payment Schedule for Table 1

The Contractor acknowledges and agrees to the following payment schedule, separately for ieyCrash software licenses and for ieyCitation software licenses from finalization of this contract and issuance of the purchase order until September 30, 2011 (or upon earlier installation as mutually agreed upon by MSP and the Contractor):

\$74,730.00 for ieyCrash and \$90,630.00 for ieyCitation licenses upon finalization of contract and issuance of purchase order.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 1.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 2.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 3.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 5.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 6.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 7.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon installation and configuration of licenses for MSP District 8.
\$37,365.00 for ieyCrash and \$45,315.00 for ieyCitation licenses upon final installation and install.



Table 2: Five Year Maintenance Costs for iyeCrash and iyeCitation

Description	Quantity	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	Total Price 5 year cost
			10/1/10– 9/30/11	10/1/11– 9/30/12	10/1/12– 9/30/13	10/1/13– 9/30/14	10/1/14– 9/30/15	
iyeCrash Maintenance*** Annual Maintenance beginning after 1 year warranty period has expired	470	\$143/ year per license ***	No charge	\$67210.00	\$67210.00	\$67210.00	\$67210.00	\$268,840.00
iyeCitation Maintenance*** Annual Maintenance beginning after 1 year warranty period has expired	570	\$143 / year per license ***	No charge	\$81510.00	\$81510.00	\$81510.00	\$81510.00	\$326,040.00
								\$594,880.00

Note:

*** Maintenance is calculated at 18% of the software license cost (see Table 1).

Table 3: Five Year Escrow Costs for All Software

Description	Quantity	Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5	Total Price 5 year cost
			10/1/10– 9/30/11	10/1/11– 9/30/12	10/1/12– 9/30/13	10/1/13– 9/30/14	10/1/14– 9/30/15	
Escrow Software as described in Section 2.330 of Contract	1	\$2,000/year ****	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$10,000.00
								\$10,000.00

Note:

**** Annual Escrow payments will be made at the same time as annual maintenance beginning on October 1, 2010.



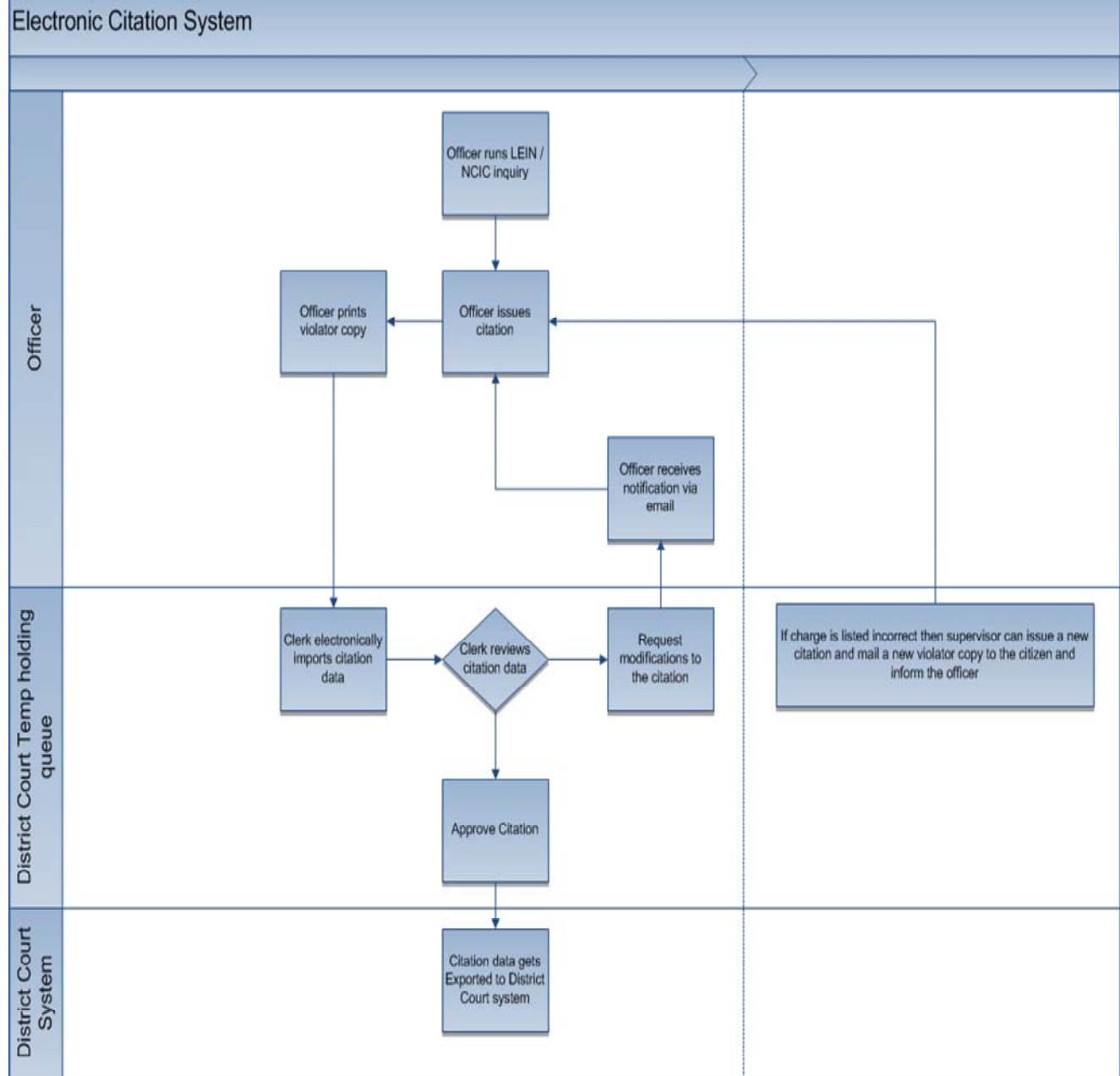
Table 4: Future Enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment)

Hourly rates quoted are firm fixed rates for the duration of the Contract. Travel and other expenses will not be reimbursed. Services will be dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed, the Contractor shall not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

Fixed Hourly Rate for Optional Future Enhancements	\$115.00/hour
Total funding for future enhancements (includes additional services, software licenses, maintenance and support and training related to the iyeCrash and iyeCitation environment) (Table 4)	\$575,000.00



Appendix A





Appendix B

