



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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

CONTRACT CHANGE NOTICE

Change Notice Number **67**
to
Contract Number **MA190000001389**

CONTRACTOR	ACCENTURE LLP
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY				
SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 12, 2019	September 15, 2022	7 - 12 Months	September 15, 2027	
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		
DESCRIPTION				
Effective 03/19/2025, the parties hereby agree to the attached Statement of Work to plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment for TP-606 Research & Development credit changes. Total cost of this project is \$670,525. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: TP-606 Research & Development Credit Changes - 2025	Period of Coverage: 03/17/2025 - 12/31/2025
Requesting Department: Treasury	Date: 02/17/2025
Agency Project Manager: David Mefford	Phone: (517) 636-5546
DTMB Project Manager: Kimberly Koppsch-Woods	Phone: (517) 243-8786

Brief description of services to be provided: Professional services for TP-606 Research & Development credit changes-2025.

The total value of the changes in this Statement of Work is \$670,525.00. No funds are required to be added to the Contract.

PROJECT OBJECTIVE

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment for TP-606 Research & Development (R&D) credit changes-2025 requirements as defined under ‘Scope of Work’ and in the project plan.

BACKGROUND

This is a Change Notice to Contract #190000001389 between the State of Michigan (“State”) and Accenture (“Accenture” or “Contractor”) for services described herein and is governed by the terms and conditions of the Contract dated September 16, 2019, (“Contract”) and all subsequent Change Notices and Amendments thereto that precede this Change Notice.

The Contract is to provide ongoing maintenance and operational support services, including enhancements, to support the Department of Treasury Michigan Integrated Tax Assessment System (MIITAS) application that includes an external customer facing web portal – Michigan Treasury Online (MTO).

SCOPE OF WORK

This Statement of Work (SOW) will support required system changes to business taxes (corporate income tax (CIT) and withholding (part of sales, use, and withholding tax)) in SAP ECC and Michigan Treasury Online (MTO) as a result Michigan’s R&D tax credit.

This SOW will include new system changes required to be implemented for calendar year 2025. Additional scope to support Michigan’s R&D for 2025 will be covered under DWT-298 Business Tax (Change Notice Number 65). R&D system changes for calendar year 2026, will be reviewed in a subsequent statement of work under project TP-610.

Below are the functional and technical requirements will be implemented as part of this SOW as new system changes to be delivered in calendar year 2025:

Summary of Scope and Business Function	High Level Functional and Technical Requirements
Design and implement end to end processing of Tentative claim form	<ul style="list-style-type: none"> • Design and implement of Tentative claim forms. • Enable Tentative claim filing through MTO Guest Services, ability to upload attachment and print draft functionality. • No Amendments functionality. Multiple claim forms are allowed to file. • Process tentative claim forms in SAP. • Share Tentative claims forms data to Data Warehouse. • DW provides report to ORTA (Outside of SAP)
R&D Credit apply to CIT	<ul style="list-style-type: none"> • Receive the Tax return with additional R&D credit line – starting 25A Tax returns. • STOPs processing for Tax return if Taxpayer filed a Tentative claim form (CIT selected in Tentative claim form). • STOPs with Yellow Error if claimed amount and Approved amount does not match. • Post refundable credit line, apply to Tax period debt. Overpayment can be carryforward or refund using existing rules. • R&D credit is audit enabled (TCB can audit). • Potential Impacted forms / rules -4891, 4892, 4905, 4906, 4908 and 4909.
M/Q Returns for Withholding	<ul style="list-style-type: none"> • STOPs processing for Tax return if Taxpayer filed a Tentative claim form (WTH selected in Tentative claim form) and meeting other business rules – starting 26M1/26Q1 for Withholding taxes only. • Potential Impacted forms / rules - 5080, 5092, 5096 and 5097.

OUT OF SCOPE

- The following Functional and Technical Requirements required for R&D system changes in 2025, will be out of scope for this SOW and will be covered under DWT-298 (Change Notice Number 65):

Summary of Scope and Business Function	Functional and Technical Requirements
Annual form update (26A) with R&D credit line	<ul style="list-style-type: none"> • Update Annual form in SAP and MTO to receive R&D credit line – starting 26A tax returns.

Summary of Scope and Business Function	Functional and Technical Requirements
	<ul style="list-style-type: none"> • Update Load program and MTO to receive the additional field. • No PROCESSING rules – Only Receive data if Taxpayer provides. • Potential Impacted forms - 5081, 5082, 5091 and 5093.

- The following Functional and Technical Requirements required for R&D system changes in 2026 will be out of scope for this SOW and will be covered under TP-610 in a subsequent SOW:

Summary of Scope and Business Function	Functional and Technical Requirements
R&D Credit apply to Withholding	<ul style="list-style-type: none"> • Implement end to end processing rules of R&D credit to Withholding (WH). • STOPs with Yellow Error if claimed amount and Approved amount does not match in Annual return. • Process M/Q return once Annual is processable and claimed amount is approved. • Post refundable credit line under M/Q WH Taxes, apply to Tax period debt under M/Q return. Overpayment can be carryforward or refund using existing rules on Annual return. It can be offset with Sales and / or Use following the existing internal offset / transfer rules within the Taxes. • R&D credit is audit enabled (TCB can audit). • Potential Impacted forms / rules - 5081, 5082, 5091 and 5093.

- The following Functional and Technical Requirements not required for R&D system changes for Calander year 2025 and will be out of scope for this SOW:

Summary of Scope and Business Function	Functional and Technical Requirements
Design and implement end to end processing of Tentative claim form	<ul style="list-style-type: none"> • Registration in SAP – If FEIN file the Tentative Claim Form who is not registered in SAP yet, The Tentative Claim Form will be processed for the FEIN without creating the master data. The actual master data will be created as part of the current processing logic when the actual tax return is filed. • Auto Amendment Merge – CSRS to view manually in case multiple tentative claim form exists based on Yello Error. • Authentication / additional relationship on MTO – as The Tentative claim form is available only under Guest services. • BI/BW reporting. • TCB / Audit Update – This is NOT a Tax return. • Siebel Update. • New Letters – Treasury will update Website with the detail's guidelines. • Accounting Update – No financial postings out of Tentative claim form.

Summary of Scope and Business Function	Functional and Technical Requirements
	<ul style="list-style-type: none"> • New reports – SAP standard TTF Tables to be used for query purposes. • Return workflow Approval except the suspense queue to review for Yellow / RED Type Messages.
R&D Credit apply to CIT	<ul style="list-style-type: none"> • BI/BW reporting. • Siebel related changes / Updates. • TI11 R19 (P&I Reclassification): The functionality of “P&I Reclassification” is to pick all the payments and liabilities (Taxes, Penalty, and Interest) cleared against payments and reclassify them to the correct GL. For CIT taxes, there is no impact on this “P&I Reclassification” as the “R&D Credit” is NOT cash related. • TI11 302 INT 32 (SIGMA Interface INT32): As the “R&D Credit” is NOT a cash related transaction, it will NOT be reported to SIGMA through the interface INT32. • TI06 MJ5 MIITAS FRM MJ5 (On Demand Letters): No changes required to the following letters: <ul style="list-style-type: none"> ○ Additional Information ○ Payment Statement ○ Delinquency Letter ○ Acknowledgement of Extension ○ Refund Denial ○ Ineligibility Letter ○ Election Letter
M/Q Returns for Withholding	<ul style="list-style-type: none"> • Processing rule for R&D credit except the validation to stop M/Q return processing based on business rules.

SPECIFIC DEPARTMENT STANDARDS

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

PAYMENT SCHEDULE

Description	Estimated Duration	Planned Resource Location*	Price
TP-606 Research & Development Credit Changes - 2025	March 2025 – December 2025	Offshore – 6 Onshore – 1	\$670,525.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

Payment will be made on satisfactory acceptance of each milestone.

The payment terms will adhere to section 13, Terms of Payment, of the Contract.

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

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-606 R&D Credit 2025 – Initiation and Analysis, and Functional Design 10%	5/1/2025	\$100,578.76
TP-606 R&D Credit 2025 – Analysis and Functional Design 50%	6/1/2025	\$67,052.51
TP-606 R&D Credit 2025 – Analysis and Functional Design 100%	7/1/2025	\$67,052.51
TP-606 R&D Credit 2025 - Technical Specifications, Build and Unit Test 40%	8/1/2025	\$67,052.51
TP-606 R&D Credit 2025 - Technical Specifications, Build and Unit Test 80%	9/1/2025	\$67,052.51
TP-606 R&D Credit 2025 - Technical Specifications, Build and Unit Test 100%	10/1/2025	\$67,052.51
TP-606 R&D Credit 2025 - System Integration Testing Support (September and October 2025)	11/1/2025	\$100,578.76
TP-606 R&D Credit 2025 - System Integration Testing Support (November 2025)	12/1/2025	\$67,052.51
TP-606 R&D Credit 2025 - User Acceptance Testing, Cutover and Go Live	1/1/2026	\$67,052.42
	Total	\$670,525.00

EXPENSES

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

PROJECT CONTACTS

The designated Agency Project Manager is:

David Mefford
 Treasury
 State of Michigan Operations Center (Treasury & DTMB)
 7285 Parsons Dr, Dimondale, MI 48821
 (517) 636-5546
 meffordd@michigan.gov

The designated DTMB Project Manager is:

Kim Koppsch-Woods
 DTMB
 State of Michigan Operations Center (Treasury & DTMB)
 7285 Parsons Dr.
 Dimondale, MI 48821
 (517) 243-8786
 Koppsch-WoodsK@michigan.gov

AGENCY RESPONSIBILITIES/PROJECT ASSUMPTIONS

The following assumptions have been used to develop this Statement of Work (SOW). Any deviation from these assumptions may result in changes to the project schedule, fees, level of effort required, or otherwise impact the Contractor's performance of the services described in this SOW and may invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and may invoke change control processes. No changes to the project schedule, fees, or deliverables will be made unless mutually agreed upon and confirmed in writing.

1. **Timely Decision-Making:** Decisions by the State and Contractor will be made promptly to meet the Project schedule.
2. **State Responsibility:** The State acknowledges that it is responsible for ensuring that the Services provided by the Contractor, including any revised business processes implemented under this SOW, comply with the State's internal guidelines, long-term goals, and related agreements.
3. **No Use or License of Contractor IP:** The provision of services under this SOW does not include any use or license by the State of the Contractor's tools, processes, methodologies, software, or any intellectual property.
4. **SUITE Framework:** This project will adhere to the State Unified Information Technology Environment (SUITE) Framework, which is a comprehensive set of processes to ensure successful system engineering and project management for State of Michigan IT projects.
5. **Business Liaison Availability:** Business liaisons will be available during design sessions to provide timely business requirements. Business review and approval of functional specification updates will be facilitated via email.
6. **No Hardware or Software Acquisitions:** There will be no hardware or software acquisitions for or because of this project.
7. **Project Management:** The DTMB PMO team will manage this project.
8. **Testing Updates:** Updates for Interface testing and User Acceptance testing will be conducted by DTMB and the Treasury IT Business Integration Division.
9. **Incident Handling Post-Deployment:** Any new incidents post-deployment will be handled by the existing Accenture M&O team as per the signed M&O agreement.
10. **Configuration Management Plan:** Due to the technical nature of this project, which involves significant MTO backend changes (Java), a dedicated landscape is required to ensure the successful delivery of the project according to the agreed-upon schedule. Any deviations from this plan must be discussed and mutually agreed upon.
11. **Implementation Plan:** The implementation plan for this SOW is developed with reference to the FY25 Release schedule.
12. **VDI Access and Developer Licenses:** For Accenture Technology Centers in India (ATCI) team members, VDI access (estimated up to 6 VDIs) and Developer license key costs (estimated up to 4 licenses) will be added to the project by DTMB.

13. **Immediate VDI and SAP Access:** The Contractor assumes that VDI and SAP Access will be provided immediately as soon as the resource is onboarded.
14. **VDI Access During Warranty Period:** The Contractor assumes that VDI access will be available for continued support during the Warranty period.
15. **Application Development:** The Overall end to end processing of TP-606 requires application development work in MTO, SAP ECC, DW, FileNet, E-file, forms update etc., However the Contractor is only responsible for application development work for SAP ECC and MTO.
16. **Testing Responsibilities:** The State is responsible for system integration testing (SIT) and user acceptance testing (UAT). The Contractor will support these tests and resolve defects.
17. **SAP Business Intelligence (BI)/Business Warehouse (BW) Changes:** Any changes required in BI/BW are not included and will be managed by the Accenture M&O BI/BW resource.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Consultants will work at:

Services outlined in this Statement of Work (SOW) shall be performed offsite.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS

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

No overtime will be permitted.

This purchase order is a release from Contract Number 190000001389. This purchase order, statement of work, and the terms and conditions of Contract Number 190000001389 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN

The Go-Live events are planned with a continuous focus on stakeholder and customer satisfaction throughout the project duration. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by the State PMO as per the Gantt chart provided below.

Project Name	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
TP-606 R&D Credit Changes - 2025	Initiation									
	Analysis & Functional Design									
			Build & Unit Test							
							SIT & UAT			
										Go-Live: 12/12

High Level Milestones:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	3/17/2025	3/31/2025
2. ANALYSIS AND FUNCTIONAL DESIGN	3/17/2025	6/30/2025
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2025	9/14/2025
4. SYSTEM INTEGRATION TESTING	9/16/2025	11/30/2025
5. USER ACCEPTANCE TESTING	10/28/2025	12/7/2025
6. CUTOVER	12/5/2025	12/11/2025
7. GO LIVE	12/12/2025	12/12/2025

Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for the delivery of the product. In the following chart, "Accenture" includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Onboarding of resources and agreement on the project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Document detailing the system changes required to achieve business objectives	Secondary	Primary
Overall Technical Specification Document (TSD)	Document elaborating on the technical components to be added or enhanced during the project	Secondary	Primary
Development/String Testing	Activities related to unit and string testing	Secondary	Primary
System Integration Testing	Meeting system test integration exit criteria regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	Meeting UAT exit criteria regarding defect correction; includes deployment plan, operational readiness, and monitoring plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Pre-deployment and post-deployment activities	Secondary	Primary



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **66**
to
Contract Number **MA19000001389**

CONTRACTOR	ACCENTURE LLP
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 12, 2019	September 15, 2022	7 - 12 Months	September 15, 2027
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 02/27/2025, the parties hereby agree to the attached Statement of Work to implement legislative changes for Flow Through Entity Tax. Total cost of this project is \$86,232.96. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: Implement ITSM 8000004143: FTE Legislation Changes	Period of Coverage: 03/03/2025 - 04/30/2025
Requesting Department: Michigan Department of Treasury	Date: 2/19/25
Agency Project Manager: David Mefford	Phone: (517) 636-5546
DTMB Project Manager: Kimberly Koppsch-Woods	Phone: (517) 243-8786

Brief description of work: Implement legislative changes for Flow Through Entity Tax.

PROJECT OBJECTIVE

Contractor will plan, analyze, build, unit test, support system integration testing (SIT) and user acceptance testing (UAT) tests, and provide support during the production deployment for implementing Flow Through Entity (FTE) legislation changes requirements as listed under 'Scope of Work' and will be part of Information Technology Service Management (ITSM) incident# 8000004143.

SCOPE OF WORK

Implement the following FTE legislation changes:

Business Function	Current Process	Scope Change	Notes
Returns Processing	Not Available	Create a new warning message for tax years beginning on or after Jan. 1, 2024, that checks for the following: <ol style="list-style-type: none"> 1. Compare the "As Filed" figures with the "As Calculated" figures in the UPE section. 2. If the figures do not match, a warning message will appear, halting automatic processing. 3. If the figures match, no message will be triggered. 	There is an existing green message that checks the figures of "As Filed" vs "As Calculated" for the entire FTE return. However, it is not advisable to modify this message, as doing so may result in unintended behavior.

		4. The warning message can only be dismissed manually.	
Bi-weekly Individual Income Tax (IIT) Eligible Credit Report	The payment due date is dynamically calculated by taking the 15th day of the third month of their tax year plus any additional configured grace period.	<p>Change the report for tax years beginning on or after Jan. 1, 2024, with the following logic:</p> <ol style="list-style-type: none"> 1. Existing FTE taxpayers' payment due date will consider the period from when the return is filed until the return's due date or the extension date. 2. Newly elected taxpayers will automatically receive the extension period on their payment due date deadline. <ul style="list-style-type: none"> • Example: For a calendar filler, the payment due date deadline will be extended from March 31st to September 30th. 3. Taxpayers who complete a 3-year election period and enter into a new election will automatically receive an extension on their payment due date deadline for the first year of the subsequent election. 	
Daily/Bi-weekly Form Part 2 Transfer to IIT Interface (File)	The payment due date is dynamically calculated by taking the 15th day of the third month of their tax year plus any additional configured grace period.	<p>Change the report for tax years beginning on or after Jan. 1, 2024, with the following logic:</p> <ol style="list-style-type: none"> 1. Existing FTE taxpayers' payment due date will consider the period from when the return is filed until the return's due date or the extension date. 2. Newly elected taxpayers will automatically receive the extension period on their payment due date deadline. <ul style="list-style-type: none"> • Example: For a calendar filler, the payment due date deadline will be extended from March 31st to September 30th. 	

		<p>3. Taxpayers who complete a 3-year election period and enter into a new election will automatically receive an extension on their payment due date deadline for the first year of the subsequent election.</p>	
<p>MTO FTE File & Pay Options</p>	<p>There is no automatic extension available during the filing of a tax return.</p>	<p>Automatic extensions will be created for tax returns with years starting on or after January 1, 2024, under the following conditions:</p> <ol style="list-style-type: none"> 1. Newly elected taxpayers will automatically receive the extension period on their return due date deadline. <ul style="list-style-type: none"> • Example: For a calendar filler, the return due date will be extended from March 31st to September 30th. 2. Taxpayers who complete a 3-year election period and enter into a new election will automatically receive an extension on their return due date for the first year of the subsequent election. 	
<p>Michigan Treasury Online (MTO) Home Page: Fast File on Guest Services</p>	<p>There is no automatic extension available during the filing of a tax return.</p>	<p>Automatic extensions will be created for tax returns with years starting on or after January 1, 2024, under the following conditions:</p> <ol style="list-style-type: none"> 1. Newly elected taxpayers will automatically receive the extension period on their return due date deadline. <ul style="list-style-type: none"> • Example: For a calendar filler, the return due date will be extended from March 31st to September 30th. 2. Taxpayers who complete a 3-year election period and enter into a new election will automatically receive an 	

		extension on their return due date for the first year of the subsequent election.	
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OUT OF SCOPE

- Application Development work other than SAP ECC.
- System integration testing and user acceptance testing are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- New Letters.
- New Reports.
- New Interfaces.
- New Payment type, document type, Main & sub or accounting changes.
- Changes to DW Payment interfaces.
- SAP XI Requirements.
- OFS and Bank Requirements.

SPECIFIC DEPARTMENT STANDARDS

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

PAYMENT SCHEDULE

Description	Estimated Duration	Planned Resource Location*	Price
ITSM 8000004143 FTE Legislation changes	March 2025 – April 2025	Offshore – 2 Onshore – 1	\$86,232.96

* The number of resources will fluctuate up or down based on the milestones being worked on.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 after one month and will continue to invoice for defined Milestones as per the schedule below. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1. ITSM 8000004143 FTE Legislation changes – ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – 100%, and SYSTEM INTEGRATION TESTING SUPPORT for March 2025	4/1/2025	\$68,986.36
2. ITSM 8000004143 FTE Legislation changes – SYSTEM INTEGRATION TESTING SUPPORT for April 2025, CUTOVER AND GO LIVE	5/1/2025	\$17,246.60
	Total	\$86,232.96

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

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

EXPENSES

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

PROJECT CONTACTS

The designated Agency Project Manager is:

David Mefford
Michigan Department of Treasury
State of Michigan Operations Center
7285 Parsons Dr.
Dimondale, MI 48821
(517) 636-5546
meffordd@michigan.gov

The designated DTMB Project Manager is:

Kimberly Koppsch-Woods
Michigan Department of Technology, Management & Budget
State of Michigan Operations Center
7285 Parsons Dr.
Dimondale, MI 48821
(517) 243-8786
Koppsch-WoodsK@michigan.gov

AGENCY RESPONSIBILITIES/PROJECT ASSUMPTIONS:

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. DTMB PMO team will manage this project.
- viii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- ix. Contractor assumes that this SOW will be scheduled as part of April 2025 release. If the release is scheduled for a different release date, past the April 2025 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY25 Release schedule.
- xiii. For ATCI team members, VDI access (estimated up to 2 VDI) and Developer license key cost (estimated up to 2 license) will be added to the project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.

- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Consultants will work at:
 Services against this SOW shall be performed offsite.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS

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

No overtime will be permitted.

This purchase order is a release from Contract Number 190000001389. This purchase order, statement of work, and the terms and conditions of Contract Number 190000001389 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office as per the below Gantt chart.

High Level Milestones:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	NA	3/3/2025
2. SYSTEM INTEGRATION TESTING	3/8/2025	4/6/2025
3. USER ACCEPTANCE TESTING	3/31/2025	4/6/2025
4. CUTOVER	4/7/2025	4/8/2025
5. GO LIVE	4/9/2025	4/9/2025

Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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

CONTRACT CHANGE NOTICE

Change Notice Number **65**
to
Contract Number **MA19000001389**

CONTRACTOR	ACCENTURE LLP
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY				
SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 12, 2019	September 15, 2022	7 - 12 Months	September 15, 2027	
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		
DESCRIPTION				
Effective 02/14/2025, the parties hereby agree to the attached Statement of Work to add DWT-298 Business Tax and TP-613 City Tax SOW. The Total cost of this project is \$649,601.50. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: DWT-298 Business Tax and TP-613 City Tax	Period of Coverage: 03/17/2025 - 12/31/2025
Requesting Department: Treasury	Date: 01/14/2025
Agency Project Manager: David Mefford	Phone: (517) 636-5546
DTMB Project Manager: Christopher Rose	Phone: (517) 243-8786

Brief description of services to be provided: Professional services for DWT-298 CIT/MBT/SUW/MTO/MRE/FTE/PAA/MMF/eServices 2025 YE Changes and TP-613 CITA, CITY, Indiv, Corp, WH 2025 YE Changes.

The total value of the changes in this Statement of Work is \$649,601.50. No funds are required to be added to the Contract.

PROJECT OBJECTIVE:

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment for DWT-298 Business Tax and TP-613 City Tax Year End 2025 changes as defined in the project plan.

SCOPE OF WORK:

- Changes to the Michigan Integrated Tax Administration System (MIITAS) for 2025 consist of tax yearend enhancements to support the 2025 tax year. Specifically, this project converts the 2024 tax year programs to the 2025 tax year. This will include any legislatively mandated changes and forms, supporting business processes, and interfaces.
 - City Individual, City Corporate, and City Withholding Year End Changes (TP-613 ITSM 8000004101)
 - Michigan Business Tax (MBT), Marihuana Retailers Excise Tax (MRE), Corporate Income Tax (CIT), Sales, Use and Withholding Tax (SUW), Flow-Through Entity Tax (FTE), Partnership Audit Adjustment Tax (PAA), Michigan Treasury Online (MTO) and Medical Marihuana Facilities Tax (MMF) Year End Changes (DWT-298 ITSM 8000004100)
- Development, SIT and UAT support for MTO Angular Upgrade to a higher version which is released from Google by June 17th, 2025.

- MTO error code testing for UI and Java.
- RAB interest rates update for January 2026 (INC 8000004085).
- Remove Flow Through Withholding (FTW) from the security questions on MTO and SAP application (INC 8000004096).

OUT OF SCOPE:

- **Application Development:**
 - Application Development work other than SAP ECC and MTO.
 - Any changes required in SIGMA, MiTreas, JPMC or Data Warehouse.
- **Testing Responsibilities:** The State is responsible for System Integration Testing (SIT) and User Acceptance Testing (UAT). The Contractor will support these tests and handle defect fixing.
- **Essential Services Assessment (ESA):** Any changes required for 2025 tax year will be included as part of a separate initiative.
- The coordination and collaboration with interface partners to be done by the assigned PM and Business areas.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Contractor’s fees for this Project will be calculated on a time and materials basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).

Role	Area	Roll on Date	Roll off Date	Location	Estimated Hours	Rate	Estimated Cost
SAP Sr Business Analyst	Business Tax	3/17/2025	12/31/2025	Onshore	1150	\$246.70	\$283,705.00
UI Sr Developer	Business Tax	3/17/2025	12/31/2025	ATCi	700	\$54.94	\$38,458.00
Java Sr Developer	Business Tax	3/17/2025	12/31/2025	ATCi	600	\$54.94	\$32,964.00
ABAP Sr Developer/BRF+	Business Tax	3/17/2025	12/31/2025	ATCi	1050	\$57.10	\$59,955.00
ABAP Sr Developer/BRF+	Business Tax	3/17/2025	12/31/2025	ATCi	520	\$57.10	\$29,692.00
SAP Sr Business Analyst	City Tax	3/17/2025	12/31/2025	Onshore	305	\$246.70	\$75,243.50
ABAP Sr Developer/BRF+	Business Tax	3/17/2025	12/31/2025	ATCi	540	\$57.10	\$30,834.00
ABAP Sr Developer/BRF+	City Tax	3/17/2025	12/31/2025	ATCi	620	\$57.10	\$35,402.00
SAP Sr Business Analyst	Business Tax	3/17/2025	12/31/2025	ATCi	1200	\$52.79	\$63,348.00

DWT-298 Business Tax	5,760		\$538,956.00
TP-613 City Tax	925		\$110,645.50
Total	6,685		\$649,601.50
SOW Total Value			\$649,601.50

Contractor will generate invoices, based on actual billable hours each month. All Contractor resources providing Services under this SOW shall track and report their time weekly in the State’s time reporting tool.

The payment terms will adhere to section 13, Terms of Payment, of the Contract.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

David Mefford
 Treasury
 State of Michigan Operations Center (Treasury & DTMB)
 7285 Parsons Dr.
 Dimondale, MI 48821
 (517) 636-5546
 meffordd@michigan.gov

The designated DTMB Project Manager is:

Christopher Rose
 DTMB
 State of Michigan Operations Center (Treasury & DTMB)
 7285 Parsons Dr.
 Dimondale, MI 48821
 (517) 582-2385
 rosec4@michigan.gov

AGENCY RESPONSIBILITIES/PROJECT ASSUMPTIONS:

The following assumptions have been used to develop this Statement of Work (SOW). Any deviation from these assumptions may result in changes to the project schedule, fees, level of effort required, or otherwise impact the Contractor's performance of the services described in this SOW and may invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and may invoke change control processes. No changes to the project schedule, fees, or deliverables will be made unless mutually agreed upon and confirmed in writing.

1. **Timely Decision-Making:** Decisions by the State and Contractor will be made promptly to meet the Project schedule.
2. **State Responsibility:** The State acknowledges that it is responsible for ensuring that the Services provided by the Contractor, including any revised business processes implemented under this SOW, comply with the State's internal guidelines, long-term goals, and related agreements.
3. **No Use or License of Contractor IP:** The provision of services under this SOW does not include any use or license by the State of the Contractor's tools, processes, methodologies, software, or any intellectual property.
4. **SUITE Framework:** This project will adhere to the State Unified Information Technology Environment (SUITE) Framework, which is a comprehensive set of processes to ensure successful system engineering and project management for State of Michigan IT projects.
5. **Business Liaison Availability:** Business liaisons will be available during design sessions to provide timely business requirements. Business review and approval of functional specification updates will be facilitated via email.
6. **No Hardware or Software Acquisitions:** There will be no hardware or software acquisitions for or because of this project.
7. **Project Management:** The DTMB PMO team will manage this project.
8. **Testing Updates:** Updates for Interface testing and User Acceptance testing will be conducted by DTMB and the Treasury IT Business Integration Division.
9. **Incident Handling Post-Deployment:** Any new incidents post-deployment will be handled by the existing M&O team as per the signed M&O agreement.
10. **Configuration Management Plan:** Contractor assumes that a dedicated landscape will be available by 06/01/2025 for MTO to ensure the successful delivery of the project according to the agreed-upon schedule. Any deviations from this plan must be discussed and mutually agreed upon.
11. **Implementation Plan:** The implementation plan for this SOW is developed with reference to the FY25 Release schedule.
12. **VDI Access and Developer Licenses:** For ATCI team members, VDI access (estimated up to 8 VDIs) and Developer license key costs (estimated up to 6 licenses) will be added to the project by DTMB.

13. **Immediate VDI and SAP Access:** The Contractor assumes that VDI and SAP Access will be provided immediately as soon as the resource is onboarded.
14. **VDI Access During Warranty Period:** The Contractor assumes that VDI access will be available for continued support during the Warranty period.
15. **Coordination and Collaboration:** The Contractor assumes that coordination and collaboration with the Interface partners will be managed by the assigned Project Manager (PM) and Business areas.
16. A separate SOW will be submitted for ESA 2025 changes which are expected to go live as part of April 2026 release.
17. Contractor assumes that CITY Tax is not impacted by any other project changes and can be released stand alone to QA on proposed date. If there are delays with other projects, the other projects need to be aligned with CITY YE timelines.
18. The solution for this SOW is based on the object changes from 2024 Year End project listed below plus additional scope to perform MTO error codes testing, implement Angular upgrade to next version as released by Google:

Type of Change	Complexity	Volume (excludes the incidents that were added to scope)
Year End update for Text changes in various forms	Simple	81
	Medium	18
	Complex	13
Year End Configuration changes	N/A	18
Utility/Enhancement	Complex	13
Total		143

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Services outlined in this Statement of Work (SOW) shall be performed offsite.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

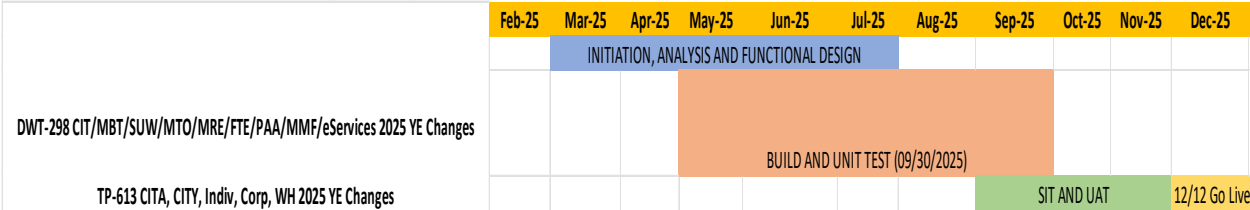
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 190000001389. This purchase order, statement of work, and the terms and conditions of Contract Number 190000001389 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

The Go-Live events are planned with a continuous focus on stakeholder and customer satisfaction throughout the project duration. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by the State PMO office as per the Gantt chart provided below.



High Level Milestones:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN	3/17/2025	7/31/2025
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2025	9/30/2025
3. SYSTEM INTEGRATION TESTING	9/1/2025	11/30/2025
4. USER ACCEPTANCE TESTING	10/28/2025	12/7/2025
5. CUTOVER	12/5/2025	12/11/2025
6. GO LIVE	12/12/2025	12/12/2025

DWT-298 Business Tax and TP-613 City Tax Gantt chart by Tax area: The Application build is planned in 2 phases to QA.

- Phase 1 of YE-25 changes – MBT, CIT, FTE, SUW, PAA and Angular upgrade on 09/01/2025 (as per Release Management Plan)
- Phase 2 of YE-25 changes – DETI, DETC, DETW – 10/01/2025

Considering YE2025 projects and configuration management plan, the below Gantt chat is prepared that is optimized and a phase wise approach that Accenture and DTMB Testing can accommodate. This allows the final draft forms to be available to Accenture by forms Team like YE24 so that YE changes can be released with the projects using one Landscape.

Tax Area	Project Dependency	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
DETI - CITY Individual Form first draft - 05/28, Final Draft - 07/09	None			Forms Design							
				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live
DETC - CITY CORPORATE Form first draft - 04/15, Final Draft - 06/03	None			Forms Design							
				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live
DETW - CITY Withholding Form first draft - 05/20, Final Draft - 06/25	None			Forms Design							
				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live
MBT - Michigan Business tax Form first draft - 04/29, Final Draft - 06/18	None			Forms Design							
				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live
CIT - Corporate Income Tax Form first draft - 04/01, Final Draft - 06/03	None			Forms Design							
				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live
FTE - Flow-Through Entity Tax Form first draft - 04/01, Final Draft - 06/03	None			Forms Design							
				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live
PAA - Partnership Audit Tax Form first draft - 04/01, Final Draft - 06/03	None			Forms Design							
				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live
SUW - Sales, Use and Withholding Form first draft - 04/29, Final Draft - 06/18	None			Forms Design							
				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live
Angular Upgrade	None			Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/12 Go Live

Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for the delivery of the product. In the following chart, "Accenture" includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Onboarding of resources and agreement on the project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Document detailing the system changes required to achieve business objectives	Secondary	Primary
Overall Technical Specification Document (TSD)	Document elaborating on the technical components to be added or enhanced during the project	Secondary	Primary
Development/String Testing	Activities related to unit and string testing	Secondary	Primary
System Integration Testing	Meeting system test integration exit criteria regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	Meeting UAT exit criteria regarding defect correction; includes deployment plan, operational readiness, and monitoring plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Pre-deployment and post-deployment activities	Secondary	Primary



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **64**
to
Contract Number **MA19000001389**

CONTRACTOR	ACCENTURE LLP
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		Russellp2@michigan.gov	

CONTRACT SUMMARY			
SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 12, 2019	September 15, 2022	7 - 12 Months	September 15, 2027
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$53,394,324.86	\$0.00	\$53,394,324.86	
DESCRIPTION			
Effective 01/21/2025 the parties agree to the attached Statement of Work. Total cost of this project is \$423,700. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.			

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: TP-618 Registration & SER Changes-2025	Period of Coverage: 01/16/2025 - 08/31/2025
Requesting Department: Treasury	Date: 12/10/2024
Agency Project Manager: David Mefford	Phone: (517) 636-5546
DTMB Project Manager: Kimberly Koppsch-Woods	Phone: (517) 243-8786

Brief description of services to be provided: Professional services for TP-618 Registration & SER Changes-2025.

The total value of the changes in this Statement of Work is \$423,700.00. No funds are required to be added to the Contract.

PROJECT OBJECTIVE:

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment for TP-618 Registration & SER Changes-2025 changes as defined in the project plan.

SCOPE OF WORK:

Michigan participates in the Streamlined Sales and Use Tax (SST) program. To remain compliant, the Treasury business functions listed below must adhere to the schema changes proposed by the Streamlined Sales Tax Governing Board (SSTGB):

- SST Registrations
 - REGNEW – New Registration
 - REGCOU – Update Taxpayer
- SER XML Upload in MTO
- SST Web Service Application for SERs filing for CSPs
- SER Filings in MTO for Taxpayers

OUT OF SCOPE:

- **Application Development:** Application Development work other than SAP ECC and MTO.

- **Testing Responsibilities:** The State is responsible for System Integration Testing (SIT) and User Acceptance Testing (UAT). The Contractor will support these tests and handle defect fixing.
- **Webservices Format:** The conversion of APIs from XML to JSON format is not included and is part of a separate initiative.
- **BI/BW Changes:** Any changes required in BI/BW are not included and will be managed by the M&O BI/BW team.
- The coordination and collaboration with SST governing board to be done by the assigned PM and Business areas.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Description	Estimated Duration	Planned Resource Location*	Price
TP-618 Registration & SER Changes-2025	January 2025 – August 2025	Offshore – 4 Onshore – 1	\$423,700.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

Payment will be made on satisfactory acceptance of each milestone with the exception of Milestone 1, which will be paid upon SOW execution.

The payment terms will adhere to section 13, Terms of Payment, of the Contract.

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

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-618 Registration & SER Changes-2025 – Initiation	2/1/2025	\$21,185.00
TP-618 Registration & SER Changes-2025 – ANALYSIS, AND FUNCTIONAL DESIGN 30%	3/1/2025	\$38,133.00
TP-618 Registration & SER Changes-2025 – ANALYSIS, AND FUNCTIONAL DESIGN 100%	4/1/2025	\$88,977.00
TP-618 Registration & SER Changes-2025 – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST 40%	5/1/2025	\$38,133.00

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-618 Registration & SER Changes-2025 – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST 100%	7/1/2025	\$88,977.00
TP-618 Registration & SER Changes-2025 - SYSTEM INTEGRATION TESTING SUPPORT (June and July 2025)	8/1/2025	\$105,925.00
TP-618 Registration & SER Changes-2025 - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	9/1/2025	\$42,370.00
	Total	\$423,700.00

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

David Mefford
 Treasury
 State of Michigan Operations Center (Treasury & DTMB)
 7285 Parsons Dr.
 Dimondale, MI 48821
 (517) 636-5546
 meffordd@michigan.gov

The designated DTMB Project Manager is:

Kim Koppsch-Woods
 DTMB
 State of Michigan Operations Center (Treasury & DTMB)
 7285 Parsons Dr.
 Dimondale, MI 48821
 (517) 243-8786
 Koppsch-WoodsK@michigan.gov

AGENCY RESPONSIBILITIES/PROJECT ASSUMPTIONS:

The following assumptions have been used to develop this Statement of Work (SOW). Any deviation from these assumptions may result in changes to the project schedule, fees, level of effort required, or otherwise impact the Contractor’s performance of the services described in this SOW and may invoke change control processes. Changes to

the assumptions will be discussed between the parties in a timely manner as they arise and may invoke change control processes. No changes to the project schedule, fees, or deliverables will be made unless mutually agreed upon and confirmed in writing.

1. **Timely Decision-Making:** Decisions by the State and Contractor will be made promptly to meet the Project schedule.
2. **State Responsibility:** The State acknowledges that it is responsible for ensuring that the Services provided by the Contractor, including any revised business processes implemented under this SOW, comply with the State's internal guidelines, long-term goals, and related agreements.
3. **No Use or License of Contractor IP:** The provision of services under this SOW does not include any use or license by the State of the Contractor's tools, processes, methodologies, software, or any intellectual property.
4. **SUITE Framework:** This project will adhere to the State Unified Information Technology Environment (SUITE) Framework, which is a comprehensive set of processes to ensure successful system engineering and project management for State of Michigan IT projects.
5. **Business Liaison Availability:** Business liaisons will be available during design sessions to provide timely business requirements. Business review and approval of functional specification updates will be facilitated via email.
6. **No Hardware or Software Acquisitions:** There will be no hardware or software acquisitions for or because of this project.
7. **Project Management:** The DTMB PMO team will manage this project.
8. **Testing Updates:** Updates for Interface testing and User Acceptance testing will be conducted by DTMB and the Treasury IT Business Integration Division.
9. **Incident Handling Post-Deployment:** Any new incidents post-deployment will be handled by the existing M&O team as per the signed M&O agreement.
10. **Configuration Management Plan:** Due to the technical nature of this project, which involves significant MTO backend changes (Java), a dedicated landscape is required to ensure the successful delivery of the project according to the agreed-upon schedule. Any deviations from this plan must be discussed and mutually agreed upon.
11. **Implementation Plan:** The implementation plan for this SOW is developed with reference to the FY25 Release schedule.
12. **VDI Access and Developer Licenses:** For ATCI team members, VDI access (estimated up to 4 VDIs) and Developer license key costs (estimated up to 3 licenses) will be added to the project by DTMB.
13. **Immediate VDI and SAP Access:** The Contractor assumes that VDI and SAP Access will be provided immediately as soon as the resource is onboarded.

- 14. **VDI Access During Warranty Period:** The Contractor assumes that VDI access will be available for continued support during the Warranty period.
- 15. **Coordination and Collaboration:** The Contractor assumes that coordination and collaboration with the SST governing board will be managed by the assigned Project Manager (PM) and Business areas.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:
 Services outlined in this Statement of Work (SOW) shall be performed offsite.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

This purchase order is a release from Contract Number 190000001389. This purchase order, statement of work, and the terms and conditions of Contract Number 190000001389 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

The Go-Live events are planned with a continuous focus on stakeholder and customer satisfaction throughout the project duration. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by the State PMO office as per the Gantt chart provided below.

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25
TP-618 Registration & SER Changes-2025	Initiation							
	Analysis							
	BUILD AND UNIT TEST (ends 6/13/2025)							
	SIT AND UAT							
								08/27 Go Live

High Level Milestones:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	1/16/2025	1/31/2025
2. ANALYSIS AND FUNCTIONAL DESIGN	1/16/2025	3/31/2025
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/3/2025	6/13/2025
4. SYSTEM INTEGRATION TESTING	6/16/2025	8/8/2025
5. USER ACCEPTANCE TESTING	8/11/2025	8/17/2025
6. CUTOVER	8/18/2025	8/26/2025
7. GO LIVE	8/27/2025	8/27/2025

Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for the delivery of the product. In the following chart, "Accenture" includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Onboarding of resources and agreement on the project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Document detailing the system changes required to achieve business objectives	Secondary	Primary
Overall Technical Specification Document (TSD)	Document elaborating on the technical components to be added or enhanced during the project	Secondary	Primary
Development/String Testing	Activities related to unit and string testing	Secondary	Primary

Deliverables	Description	Responsibility	
		State	Accenture
System Integration Testing	Meeting system test integration exit criteria regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	Meeting UAT exit criteria regarding defect correction; includes deployment plan, operational readiness, and monitoring plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Pre-deployment and post-deployment activities	Secondary	Primary



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **63**
to
Contract Number **MA19000001389**

CONTRACTOR	ACCENTURE LLP
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 12, 2019	September 15, 2022	7 - 12 Months	September 15, 2027
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 10/11/2024, the parties hereby agree to the attached Statement of Work to allow payments through Electronic Returns for CIT and DETC Taxes using the financial transactions schema. Total cost of this project is \$133,000. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch- WoodsK@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: TP-602 Allow CIT Payments with Electronic Returns	Period of Coverage: 11/01/2024 - 04/30/2025
Requesting Department: Treasury	Date: 08/20/2024
Agency Project Manager: David Mefford	Phone: (517) 636-5546
DTMB Project Manager: Kim Koppsch-Woods	Phone: (517) 243-8786

PROJECT OBJECTIVE:

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment for TP-602 Allow CIT Payments with Electronic Returns changes as defined in the project plan.

SCOPE OF WORK:

Allow Payments through Electronic Returns for CIT and DETC Taxes using the financial transactions schema as per the high-level requirements below.

Technical and Functional Requirements Summary:

The primary requirement is to add the ability to accept / load / process electronic payments with MeF CIT and DETC/CTYC returns using the financial transactions schemas. The Financial Schema is a standard part of the MeF schemas across all tax types but has not been previously used for CIT and CTYC. ESA is the only tax which brings payments through MeF business tax channel using financial transaction schemas. The Objective is to mirror the business and integration process used for ESA electronic payments through MeF for CIT and CTYC as much as possible without violation unless it is technically required.

1. E-file Rules Maintenance in SAP ECC and Acknowledgement

E-file rules are maintained in SAP ECC in a custom table that used for the validation of data records. New MEF rule codes and description will be added in the same table for CIT and CTYC taxes. As per the requirements provided, the E-file rule 'RPYMT-106' and 'RPYMT-110' from ESA does not apply to CIT and CTYC but everything else would apply.

Once validated, the acknowledgement table in SAP will also be updated. The validation against E-files rules and updating acknowledgement takes place from 244 Load Program in SAP.

2. 244 Load program in SAP ECC

The INT7A is picked up by overnight process in TIDAL by 244 load program which converts the Tax returns to EMIGALL format and then same file is processed where Tax returns are created in SAP for returns data and Payment's data are loaded into custom table.

3. Send data to the Bank

The overnight program reads the payment details from the E-file table and loads them into a folder. Note that the same program also extracts the bulk payments loaded put into the same file. The files are then transferred to FTP and from FTP to FTS and from FTS to Bank.

4. Receive payment information from the Bank (4P Interface)

The Bank then process those payments records received and sends to the Treasury in 4P interface file that get loaded and payments transactions get created under Taxpayers accounts.

OUT OF SCOPE:

- Application Development work other than SAP ECC.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- New Letters.
- New Reports.
- New Interfaces.
- New Payment type, document type, Main & sub or accounting changes.
- Changes to DW Payment interfaces.
- MeF and FTS Team requirements and solution design outside of SAP.
- SAP XI Requirements.
- OFS and Bank Requirements.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Description	Estimated Duration	Planned Resource Location*	Price
TP-602 Allow CIT Payments with Electronic Returns	Nov 2024 – April 2025	Offshore – 3 Onshore – 1	\$133,000.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 after one month and will continue to invoice for defined Milestones as per the schedule below. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1. TP-602 Allow CIT Payments with Electronic Returns – Initiation	12/1/2024	\$13,300.00
2. TP-602 Allow CIT Payments with Electronic Returns –ANALYSIS, FUNCTIONAL DESIGN – 100%	2/1/2025	\$33,250.00
3. TP-602 Allow CIT Payments with Electronic Returns – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – 100%	3/1/2025	\$39,900.00
4. TP-602 Allow CIT Payments with Electronic Returns - SYSTEM INTEGRATION TESTING	4/1/2025	\$33,250.00
5. TP-602 Allow CIT Payments with Electronic Returns - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2025	\$13,300.00
	Total	\$133,000.00

NOTE: Payment can be based upon:

- Satisfactory acceptance of each Milestone (major part of the contract).

Payment will be made on a milestone basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of

the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

David Mefford

Treasury

State of Michigan Operations Center (Treasury & DTMB)

7285 Parsons Dr.

Dimondale, MI 48821

(517) 636-5546

meffordd@michigan.gov

The designated DTMB Project Manager is:

Kim Koppsch-Woods

DTMB

State of Michigan Operations Center (Treasury & DTMB)

7285 Parsons Dr.

Dimondale, MI 48821

(517) 243-8786

Koppsch-WoodsK@michigan.gov

AGENCY RESPONSIBILITIES/PROJECT ASSUMPTIONS:

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change

control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. DTMB PMO team will manage this project.
- viii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- ix. Contractor assumes that this SOW will be scheduled as part of April 2025 release. If the release is scheduled for a different release date, past the April 2025 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY25 Release schedule.

- xiii. For ATCI team members, VDI access (estimated up to 3 VDI) and Developer license key cost (estimated up to 3 license) will be added to the project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.
- xvi. Contractor assumes that existing process for ESA will be used to align CIT and CTYC payments process through MeF channel.
- xvii. Contractor assumes that CIT and CTYC payment would use the same table and expects to receive same data in same format from MeF. The bank account number and routing number are already display masked in SAP.
- xviii. Contractor assumes that SAP XI process would need to continue the same when CIT and CTYC ACH payments are added, like ESA Payments. One file per Tax Type is expected.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Services against this SOW shall be performed offsite.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

This purchase order is a release from Contract Number 190000001389. This purchase order, statement of work, and the terms and conditions of Contract Number 190000001389 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office as per the below Gantt chart.

	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
TP-602 Allow CIT Payments with Electronic Returns	Initiation	ANALYSIS					
			BUILD AND UNIT TEST	SIT AND UAT (4/9 Go Live)			

High Level Milestones:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/1/2024	11/29/2024
2. ANALYSIS AND FUNCTIONAL DESIGN	12/2/2024	1/10/2025
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/6/2025	2/28/2025
4. SYSTEM INTEGRATION TESTING	3/3/2025	3/31/2025
5. USER ACCEPTANCE TESTING	3/14/2025	4/2/2025
6. CUTOVER	4/3/2025	4/8/2025
7. GO LIVE	4/9/2025	4/9/2025

Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary

Deliverables	Description	Responsibility	
		State	Accenture
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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

CONTRACT CHANGE NOTICE

Change Notice Number **62**
to
Contract Number **MA190000001389**

CONTRACTOR	ACCENTURE LLP
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY				
SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 12, 2019	September 15, 2022	7 - 12 Months	September 15, 2027	
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		
DESCRIPTION				
Effective 10/07/2024, the parties agree to the attached Statement of Work for deployment of year end changes as defined in the project plan. The total cost of this project is \$54,199.00. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: LG-095 ESA 2025 Year End	Period of Coverage: 11/01/2024 - 04/30/2025
Requesting Department: Treasury	Date: 08/15/2024
Agency Project Manager: David Mefford	Phone: (517) 636-5546
DTMB Project Manager: Kim Koppsch-Woods	Phone: (517) 243-8786

PROJECT OBJECTIVE:

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment for LG-095 ESA 2025 Year End changes as defined in the project plan.

SCOPE OF WORK:

YE 2024 changes – Year end changes required for ESA to enable 2025 tax year filing.

Proposed Changes at High Level:

Requirement Number	Category	Requirement	Priority	Comment
1.0	SAP	Update TBOR letter tables for new year (2025)	High	Yearly Repetitive task
2.0	eFile	Maintain Efile business rules for 2025	High	Yearly Repetitive task
3.0	eFile	Move in the 2025 Efile Schema	High	Yearly Repetitive task
4.0	SAP	Obtain 5328 PDF from Forms & Document Services	High	Yearly Repetitive task
5.0	MTO & SAP	Update years in MTO payment and summary of account drop-down boxes	High	Yearly Repetitive task

1. Update TBOR letter tables for new tax year (2025)

The associated TBOR table must be updated for Tax year 2025. All entries from 2024 must be copied and reinserted as 2025. The entries of Tax year 2024 will be remain as it is.

2. Maintain Efile business rules for 2025

Every year the Efile business rule must be updated as part of year end changes for tax type ESA. Identify where this change must occur. Updating the rules will be taken care by Mark Jenkins. These changes are not from SAP side.

3. Move in the 2025 Efile Schema

Once Efile business rules are maintained for tax year 2025, move in the 2025 Efile schema. Again, these changes are not from SAP side.

4. Obtain 5328 PDF from Forms and Document Services

The text changes will be required in the Adobe Form 5328 to meet requirement of business as per the new guideline received from the DTMB Treasury for tax year 2025.

5. Update tax years in MTO payment and summary of account drop-down boxes

1. The dropdown options in the Summary of Account selection must reflect the correct years.
2. The dropdown options in the Make a Payment -> Annual/Audit Payment selection must reflect the correct years.

As part of year end 2021 (ITSM 8000001593), the drop values in MTO have been migrated and transitioned SAP backend via configurations to allow the better control on displaying year drop down values. The design document for MTO FS year end MTO hide fields can be referenced further for this.

This requirement requires changes in SAP ECC configuration.

OUT OF SCOPE:

- Application Development work other than SAP ECC and MTO.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

Description	Estimated Duration	Planned Resource Location*	Price
LG-095 ESA 2025 Year End	Nov 2024 – April 2025	Offshore – 4 Onshore – 1	\$54,199.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 after one month and will continue to invoice for defined Milestones as per the schedule below. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1. LG-095 ESA 2025 Year End – Initiation	12/1/2024	\$5,500.00
2. LG-095 ESA 2025 Year End – ANALYSIS, FUNCTIONAL DESIGN – 100%	2/1/2025	\$13,500.00
3. LG-095 ESA 2025 Year End – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – 100%	3/1/2025	\$19,000.00
4. LG-095 ESA 2025 Year End - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2025	\$16,199.00
	Total	\$54,199.00

NOTE: Payment can be based upon:

- Satisfactory acceptance of each Milestone (major part of the contract).

Payment will be made on a milestone basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and

document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

David Mefford

Treasury

State of Michigan Operations Center (Treasury & DTMB)

7285 Parsons Dr.

Dimondale, MI 48821

(517) 636-5546

meffordd@michigan.gov

The designated DTMB Project Manager is:

Kim Koppsch-Woods

DTMB

State of Michigan Operations Center (Treasury & DTMB)

7285 Parsons Dr.

Dimondale, MI 48821

(517) 243-8786

Koppsch-WoodsK@michigan.gov

AGENCY RESPONSIBILITIES/PROJECT ASSUMPTIONS:

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change

control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that this SOW will be scheduled as part of April 2025 release. If the release is scheduled for a different release date, past the April 2025 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY25 Release schedule.

- xiii. For ATCI team members, VDI access (estimated up to 4 VDI) and Developer license key cost (estimated up to 1 license) will be added to the project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:
 Services against this SOW shall be performed offsite.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

This purchase order is a release from Contract Number 190000001389. This purchase order, statement of work, and the terms and conditions of Contract Number 190000001389 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office as per the below Gantt chart.

	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
LG-095 ESA 2025 Year End	Initiation	ANALYSIS					
			BUILD AND UNIT TEST	SIT AND UAT (4/9 Go Live)			

High Level Milestones:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/1/2024	11/29/2024
2. ANALYSIS AND FUNCTIONAL DESIGN	12/2/2024	1/10/2025
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/6/2025	2/28/2025
4. SYSTEM INTEGRATION TESTING	3/3/2025	3/31/2025
5. USER ACCEPTANCE TESTING	3/14/2025	4/2/2025
6. CUTOVER	4/3/2025	4/8/2025
7. GO LIVE	4/9/2025	4/9/2025

Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)

Deliverables	Description	Responsibility	
		State	Accenture
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 61
to
Contract Number MA190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		Russellp2@michigan.gov	

CONTRACT SUMMARY				
SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 16, 2019	September 15, 2022	7 - 12 Months	September 15, 2027	
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 08/30/2024, the following amendments are incorporated into this contract per the attached Statements of Work:

- TP-614 Research and Develop (R&D) Claims Credit Form Initiation and Pre-Analysis. Estimated Duration July 2024. Total cost of this project is \$75,000.
- Add additional capacity to the existing SAP Baseline Maintenance and Support team to work on the application support services for SAP and MTO as defined in Schedule A, Statement of Work of the Contract. Total cost of this project is \$678,275.00.

No additional funds will be added to the contract at this time; existing funds are adequate to support these changes.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

STATE OF MICHIGAN

**Contract No. 171-190000001389
SAP Maintenance & Operations Support**

**STATEMENT OF WORK 003-2024
For
TP-614 Research & Develop (R&D) Claims Credit Form Initiation and Pre-Analysis
(ITSM 8000003320)**

This Statement of Work 003-2024, and any attachment(s) hereto (“SOW”), is by and between the State of Michigan (the “State”) and Accenture LLP (“Contractor”), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the “Contract”), effective September 16, 2019 (“Agreement”). If any term or condition in this Statement of Work (“SOW”) conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. **Scope of Services and Project Deliverables.**

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. **Term.**

The Services will be performed by Contractor commencing on or about July 15th, 2024 (“Effective Date”) and shall be completed on or about July 31st, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.

2. **Services Scope (“Services”).**

Contractor will perform initiation and pre analysis services related to TP-614 Research & Develop (R&D) Claims Credit Form (ITSM 8000003320) on the designs below.

- MTO and SAP Design- Tentative claim form submission
- MTO and SAP Design- Print draft for Tentative claim form
- MTO and SAP Design - Upload and link PDF for 'submit the agreement with a University to obtain the additional credit' attachment when filing the tentative claim form (integration with FileNet)
- Tax form Design with WD component for Tentative claim Form with Basic Rules
- Tax form Design with WD component for Tentative claim Form with Basic Rules - Amendment for Duplicate claim form submission.
- Merge /Unmerge Functionality
- INT 12 - Returns, Payments Data Extract from SAP to Datawarehouse

3. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

4. Out of Scope.

- System integration test (SIT) and UAT are the responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- Registration – Claim form can only be submitted for registered Taxpayers with Treasury / in SAP
- Authentication / additional relationship
- BI/BW reporting
- TCB / Audit Update
- Siebel Update
- Accounting Update
- Workflow capabilities.
- TP-614 Research & Develop (R&D) Claims Credit Form analysis, development, SIT Support and deployment.
- TP-614 Research & Develop (R&D) CIT Form – CIT processing.
- TP-614 Research & Develop (R&D) Withholding Form – SUW WH processing.

5. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and pre-analysis with draft designs	Project Initiation and pre-analysis with draft designs	Primary	Primary

6. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, PRE-ANALYSIS	7/15/2024	7/31/2024

7. **Work Location.**

Services against this SOW shall be performed offsite.

8. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

9. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	

The State	Contractor
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

10. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

11. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. There will be no hardware or software acquisitions for, or because of this project.
- vi. Based on legislation and budget approval, the parties will continue to work on TP-614 project as part of future SOW.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor's fees for this Project including any additional resources will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described ("Professional Fees").

Description	Estimated Duration	Planned Resource Location*	Price
TP-614 Research & Develop Claims Credit Form Initiation and Pre-analysis	July 2024	Offshore – 6 Onshore – 1	\$75,000.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-614 Research and Development (R&D) Claims Credit Form – INITIATION AND PRE-ANALYSIS UNTIL 07/31/2024	8/1/2024	\$75,000.00
	Total	\$75,000.00

3. **Expenses.**

No travel expenses will be paid by the State.

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: SAP Maintenance and Operation Support	Period of Coverage: 10/01/2024 - 09/30/2025
Requesting Department: Treasury	Date: 08/05/2024
Agency Project Manager: David Mefford	Phone: (517) 636-5546
DTMB Project Manager: Kim Koppsch-Woods	Phone: (517) 243-8786

PROJECT OBJECTIVE:

Add additional capacity to the existing SAP Baseline Maintenance and Support team to work on the application support services for SAP and MTO as defined in the staffing plan as defined in the project plan.

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:

Description	Estimated Duration	Planned Resource Location	Price
Adding additional one-time capacity to MTO and SAP Application Support	October 2024 – September 2024	Offshore – 3 Onshore – 1	\$678,275.00

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 after one month and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – October 2024	11/1/2024	\$60,329.60
2. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – November 2024	12/1/2024	\$60,329.60
3. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – December 2024	1/1/2025	\$60,329.60
4. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – January 2025	2/1/2025	\$60,329.60
5. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – February 2025	3/1/2025	\$60,329.60
6. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – March 2025	4/1/2025	\$60,329.60
7. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – April 2025	5/1/2025	\$60,329.60
8. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – May 2025	6/1/2025	\$51,193.40
9. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – June 2025	7/1/2025	\$51,193.60
10. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – July 2025	8/1/2025	\$51,193.60

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
11. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – August 2025	9/1/2025	\$51,193.60
12. SOW 004-2024 - SAP and MTO Baseline Maintenance and Support – September 2025	10/1/2025	\$51,193.60
	Total	\$678,275.00

NOTE: Payment can be based upon:

- Satisfactory acceptance of each Milestone (major part of the contract).

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

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

David Mefford

Treasury

State of Michigan Operations Center (Treasury & DTMB)

7285 Parsons Dr.

Dimondale, MI 48821

(517) 636-5546

meffordd@michigan.gov

The designated DTMB Project Manager is:

Kim Koppsch-Woods
DTMB
State of Michigan Operations Center (Treasury & DTMB)
7285 Parsons Dr.
Dimondale, MI 48821
(517) 243-8786

Koppsch-WoodsK@michigan.gov

AGENCY RESPONSIBILITIES/PROJECT ASSUMPTIONS:

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

1. For ATCI team members, VDI access and Developer license key cost will be added to this SOW by DTMB.
2. The solution and pricing are based on ATCI team having access to DEV/QA landscape and assumes that State will provide VDI system access to Contractor's offshore team (estimated up to 3 VDI) and assumes that State will provide laptop(s) to Contractor's onshore team (estimated up to 1 laptop).
3. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
4. Contractor assumes that the additional capacity will be utilized to work on Prioritized tickets based on Value rather than focusing on reducing the backlog.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Services against this SOW shall be performed offsite.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

This purchase order is a release from Contract Number 190000001389. This purchase order, statement of work, and the terms and conditions of Contract Number 190000001389 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

Additional capacity listed below will be added to the existing SAP Baseline Maintenance and Support team to work on the application support services for SAP and MTO as defined in Schedule A, Statement of Work of the Contract. Below are the Staffing Plan and proposed timeline.

Role	Area	Estimated Roll on Date	Estimated Roll off Date	Location	Estimated Hours
SAP Sr Business Analyst	SAP Application Support	10/1/2024	9/30/2025	Onshore	1920
ABAP Sr Developer/BRF+	SAP Application Support	10/1/2024	9/30/2025	ATCi	1920
ABAP Sr Developer/BRF+	MTO Application Support	10/1/2024	9/30/2025	ATCi	1920
ABAP Sr Developer/BRF+	SAP Application Support	10/1/2024	4/30/2025	ATCi	1120
	MTO Application Support				1920
	SAP Application Support				4960
	Total				6,880

Proposed Team Timeline:													
	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
Onshore BA - Accenture (1)		10/1/2024											9/30/2025
ATCI ABAP Dev - Accenture (2)		10/1/2024											9/30/2025
ATCI ABAP Dev - Accenture (1)		10/1/2024						4/30/2025					



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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

CONTRACT CHANGE NOTICE

Change Notice Number **60**
to
Contract Number **MA190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		Russellp2@michigan.gov	

CONTRACT SUMMARY				
SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 16, 2019	September 15, 2022	7 - 12 Months	September 15, 2027	
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		
DESCRIPTION				
Effective 07/19/2024 the parties revise and fully restate Change Notice 59 to correct a clerical error. The total cost of this project is \$75,000.00, utilizing existing funds.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

STATE OF MICHIGAN

**Contract No. 171-190000001389
SAP Maintenance & Operations Support**

**STATEMENT OF WORK 003-2024
For
TP-614 Research & Develop (R&D) Claims Credit Form Initiation and Pre-Analysis
(ITSM 8000003320)**

This Statement of Work 003-2024, and any attachment(s) hereto (“SOW”), is by and between the State of Michigan (the “State”) and Accenture LLP (“Contractor”), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the “Contract”), effective September 16, 2019 (“Agreement”). If any term or condition in this Statement of Work (“SOW”) conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. **Scope of Services and Project Deliverables.**

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. **Term.**

The Services will be performed by Contractor commencing on or about July 15th, 2024 (“Effective Date”) and shall be completed on or about July 31st, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.

2. **Services Scope (“Services”).**

Contractor will perform initiation and pre analysis services related to TP-614 Research & Develop (R&D) Claims Credit Form (ITSM 8000003320) on the designs below.

- MTO and SAP Design- Tentative claim form submission
- MTO and SAP Design- Print draft for Tentative claim form
- MTO and SAP Design - Upload and link PDF for 'submit the agreement with a University to obtain the additional credit' attachment when filing the tentative claim form (integration with FileNet)
- Tax form Design with WD component for Tentative claim Form with Basic Rules
- Tax form Design with WD component for Tentative claim Form with Basic Rules - Amendment for Duplicate claim form submission.
- Merge /Unmerge Functionality
- INT 12 - Returns, Payments Data Extract from SAP to Datawarehouse

3. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

4. Out of Scope.

- System integration test (SIT) and UAT are the responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- Registration – Claim form can only be submitted for registered Taxpayers with Treasury / in SAP
- Authentication / additional relationship
- BI/BW reporting
- TCB / Audit Update
- Siebel Update
- Accounting Update
- Workflow capabilities.
- TP-614 Research & Develop (R&D) Claims Credit Form analysis, development, SIT Support and deployment.
- TP-614 Research & Develop (R&D) CIT Form – CIT processing.
- TP-614 Research & Develop (R&D) Withholding Form – SUW WH processing.

5. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and pre-analysis with draft designs	Project Initiation and pre-analysis with draft designs	Primary	Primary

6. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, PRE-ANALYSIS	7/15/2024	7/31/2024

7. **Work Location.**

Services against this SOW shall be performed offsite.

8. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

9. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	

The State	Contractor
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

10. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

11. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor’s performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. There will be no hardware or software acquisitions for, or because of this project.
- vi. Based on legislation and budget approval, the parties will continue to work on TP-614 project as part of future SOW.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project including any additional resources will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
TP-614 Research & Develop Claims Credit Form Initiation and Pre-analysis	July 2024	Offshore – 6 Onshore – 1	\$75,000.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-614 Research and Development (R&D) Claims Credit Form – INITIATION AND PRE-ANALYSIS UNTIL 07/31/2024	8/1/2024	\$75,000.00
	Total	\$75,000.00

3. **Expenses.**

No travel expenses will be paid by the State.



**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 **59**

to

Contract Number **MA190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		Russellp2@michigan.gov	

CONTRACT SUMMARY

SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 12 Months	September 15, 2027
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 07/01/2024, the attached SOW is hereby incorporated into this contract for TP-614 Research and Develop (R&D) Claims Credit Form.

The total cost of this project is \$349,000.No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch- WoodsK@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 003-2024

For

TP-614 Research & Develop (R&D) Claims Credit Form

(ITSM 8000003320)

This Statement of Work 003-2024, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. **Scope of Services and Project Deliverables.**

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. **Term.**

The Services will be performed by Contractor commencing on or about July 15th, 2024 ("Effective Date") and shall be completed on or about December 31st, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.

2. **Services Scope ("Services").**



Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the TP-614 Research & Develop (R&D) Claims Credit Form (ITSM 8000003320) changes listed below.

2.1 Tentative Claim Form Requirements

2.1.1 MTO:

Add tile under Guest Services (Similar to SST) for the Tentative Claim Form to be accessed electronically.

1. Taxpayers can file the Tentative Claim Form under Guest Services.
2. Fillable form with all pertinent information as per the "Tentative Claim Draft" form mockup received from State.
 - a. Include FEIN: requirement to submit FEIN with form, TR number or incorrect number of digits/characters will be rejected.
 - b. Taxpayer to have the ability to print prior to submission.
3. Need upload ability for TP to submit the agreement with a university to obtain the additional credit.
 - a. If TP checks the University Credit box on application, create a stop if they do not upload a file.
4. Add ability to block filing after March 15th – block availability form March 16th – December 31st.
5. Amendment returns will go through merge framework to merge with original return.
6. Credit can only be claimed for CIT or Withholding.

2.1.2 ECC:

1. The data from the forms needs to be stored in SAP as form bundles and sent to Datawarehouse.
2. Returns will be processed using the Billing job. However, no financial posting will occur after the processing.
3. Only basic form rules and merging rules are in scope.
4. "CAP" calculation will not be performed in SAP automatically. ORTA will do the "CAP" calculation using the data sent to the Datawarehouse.

2.1.3 T-CODE/PROGRAM:

1. Create T-code to access a report of information from tentative claim form submitted through MTO for tracking and to determine eligibility/cap information.
2. Create a column for invalid forms (checkbox manually selected by user).
3. Additional column to be created to add amount of approved credit after calculation.



4. SAP ECC would receive the prorated % from ORTA and potentially must add that to a configuration table every year before a program (Billing job) could be run to add the approved credit amount.

2.1.4 LETTER:

A letter will be generated after the final approval of credit amounts. Create systematic program/process to have a letter sent after the final approval of credit is determined.

1. Once credit calculated is completed by ORTA, Letter sent to the Taxpayer notifying them that their form has been approved.
 - a. Letter sent to address on tentative claim form.
 - b. Letter can advise to submit credit schedule with the actual return.
 - c. Timeline by when credit schedule needs to be filed included.
 - d. Included link in the letter to the Policy notice containing the pro-rated rate to use for the credit.
 - e. If multiple claims for the same period will be handled using merge framework, and merging rules will be modified.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- System integration test (SIT) and UAT are the responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- Registration – Claim form can only be submitted for registered Taxpayers with Treasury / in SAP
- Authentication / additional relationship



- BI/BW reporting
- TCB / Audit Update
- Siebel Update
- Accounting Update
- Workflow capabilities.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)



Deliverables	Description	Responsibility	
		State	Accenture
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office as per the below Gantt chart.

TP-614 Research & Develop (R&D) Claims Credit Form Gantt Chart:

Project Name	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
TP-614 Research & Develop(R&D) Claims Credit Form		Initiation and Analysis						
		BUILD AND UNIT TEST			SIT AND UAT		12/13 Go Live	

Below are the estimated milestones for P-614 Research & Develop (R&D) Claims Credit Form:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN	7/15/2024	8/30/2024
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	7/15/2024	9/30/2024
3. SYSTEM INTEGRATION TESTING	10/1/2024	12/1/2024



4.	USER ACCEPTANCE TESTING	10/29/2024	12/6/2024
5.	CUTOVER	12/7/2024	12/12/2024
6.	GO LIVE	12/13/2024	12/13/2024

8. Work Location.

Services against this SOW shall be performed offsite.

9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	



The State	Contractor
<p>The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.</p>	
<p>The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	



The State	Contractor
The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful



system engineering and project management on State of Michigan Information Technology Projects

- v. There will be no hardware or software acquisitions for, or because of this project.
- vi. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- vii. DTMB PMO team will manage this project.
- viii. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- ix. Contractor will be allowed to subcontract offshore resources. The use of subcontract resources will be only in a staff augmentation role, at the direction of the Contractor. All deliverables will remain within Contractor's scope and responsibility.
- x. The implementation plan for this SOW is developed referencing 2024 Release schedule.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. During the event of code contentions and dependency, Project gets priority over support releases and those support tickets must be aligned with Project timelines. In case of Priority if it can't wait, Emergency Path can be pursued on ad-hoc basis. Refer to Appendix section B for RICEFWT Inventory.
- xiii. Contractor assumes that TP-614 Research & Develop (R&D) Claims Credit Form (ITSM 8000003320) Phase 1 functionality will be scheduled as part of December 2024 release. If the release is scheduled for a different release date, past the December 2024 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- xiv. For ATCI team members, VDI access and Developer license key cost will be added to the TP-614 project by DTMB.
- xv. The solution and pricing are based on ATCI team having access to QA landscape and assumes that State will provide VDI system access to Contractor's offshore team (estimated up to 6 VDI).
- xvi. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xvii. Contractor assumes that VDI access will be available for continued support during the Warranty period.



II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project including additional Basis resource will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
TP-614 Research & Develop (R&D) Claims Credit Form	July 2024 – December 2024	Offshore – 6 Onshore – 1	\$349,000.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-614 Research and Development (R&D) Claims Credit Form – INITIATION, ANALYSIS, AND FUNCTIONAL DESIGN 100%	8/1/2024	\$122,150.00
TP-614 Research and Development (R&D) Claims Credit Form – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST 40%	9/1/2024	\$41,880.00
TP-614 Research and Development (R&D) Claims Credit Form – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST 100%	10/1/2024	\$62,820.00
TP-614 Research and Development (R&D) Claims Credit Form - SYSTEM INTEGRATION TESTING (Oct 2024)	11/1/2024	\$52,350.00



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-614 Research and Development (R&D) Claims Credit Form - SYSTEM INTEGRATION TESTING (Nov 2024)	12/1/2024	\$52,350.00
TP-614 Research and Development (R&D) Claims Credit Form - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2025	\$17,450.00
	Total	\$349,000.00

1. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



Appendix.

A. Glossary of Terms

a. RICEFWT

- i. R – Reports
- ii. I – Interfaces
- iii. C – Conversion
- iv. E – Extensions
- v. F – Forms / notices
- vi. W – Workflows
- vii. T – Tax forms and BRF+ objects

B. RICEFWT Inventory

Based on preliminary analysis, The Contractor has collected and prepared the following inventories that are applicable for a potential change for successful enablement of TP-614 Research & Develop (R&D) Claims Credit Form (ITSM 8000003320).

RICEFWT Count:

Program Type	Total Count
00 - Configuration	
01 - Reports	1
02 – Interface	2
03 - Conversion	
04 - Enhancement	1
05 - Forms	1
06 – Workflow	
07 - Tax form and BRF+	2
08 - BW Reports	
09 - MTO Integration	3
10 - Archiving and customization	
Total Count of Objects	10



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 **58**
to

Contract Number **MA19000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 12 Months	September 15, 2027
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 06/24/2024, the attached SOW is hereby incorporated into this contract for Year End Project for 2024 DWT-273 Business Tax and TP-536 City Tax.

The total cost of this project is \$94,877.10. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #55

For
STATEMENT OF WORK 001-2024
For
Year End Project for 2024 (DWT-273 Business Tax and TP-536 City Tax)

This Amendment #1 ("AMD") to Contract Change Notice #55 dated March 08, 2024, (mutual signature date) reflects changes to Statement of Work 001-2024 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 001-2024 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	Year End Project for 2024 (DWT-273 Business Tax and TP-536 City Tax)

Describe the Change(s): This Change notice is to update scope as below and increase Fees by **\$94,877.10** as per the Change Requests listed below to align with 24.12 release.

- **CR011038:** This is a **\$0.00** change request to remediate Pre-existing MTO ADA issues and AppScan Issues Identified by Blackduck Tool (Defects 5000002824 & 5000002829).
- **CR011189:** This is a **\$0.00** change request to update the description for CIT Tax Form 4892 from "578 Credit Forward" to "57 Credit Forward" (ITSM 8000003281).
- **CR011205:** This is a **\$53,965.60** change request to automate Bi-weekly Revenue Report for 5772 and 5774 forms into an Excel file (ITSM 8000003275 – IIT Report).
- **CR011145:** This is a **\$40,911.50** change request to Update Appeal Right verbiage on 9 different Business Tax Area Letters as per Policy Mandate (ITSM 8000003263).

1. SOW Section I, Services Scope ("Services") is updated as below.

- The scope will include Defects 5000002824 & 5000002829: Remediate Pre-existing MTO ADA issues and AppScan Issues Identified by Blackduck Tool.
- The scope will include ITSM 8000003281: Update the description for CIT Tax Form 4892 from "578 Credit Forward" to "57 Credit Forward".
- The scope will include ITSM 8000003275: New bi-weekly IIT report to extract information from 5772 and 5774 Forms into an Excel file.
- The scope will include ITSM 8000003263 - Update Appeal Right verbiage on 9 different Business Tax Area Letters as per Policy Mandate:
 - **CIT:** Form 4955, Annual Return Notice of Refund Adjustment
 - **MBT:** Form 4683, Annual Return Notice of Refund Adjustment
 - **FTE:** Form 5800, Annual Return Notice of Refund Adjustment

- **PAA:** Form 5862, Annual Report Notice of Refund Adjustment
- **MRE:** Form 5686, Quarterly Return Notice of Refund Adjustment
- **SUW:**
 - Form 5144, SER Notice of Adjustment
 - Form 5139, Tax Compliance Explanation Letter
 - Form 5128, SUW Monthly/Quarterly Notice of Refund Adjustment
 - Form 5127, SUW Notice of Refund Adjustment

2. **SOW Section I**, High Level Milestones, DWT-273 Business Tax and TP-536 City Tax Overall schedule is deleted in its entirety and replaced with the milestones below.

DWT-273 Business Tax and TP-536 City Tax: Overall schedule

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	3/15/2024	3/29/2024
2. ANALYSIS AND FUNCTIONAL DESIGN	4/1/2024	8/30/2024
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2024	9/30/2024
4. SYSTEM INTEGRATION TESTING	9/9/2024	12/2/2024
5. USER ACCEPTANCE TESTING	10/29/2024	12/6/2024
6. CUTOVER	12/6/2024	12/12/2024
7. GO LIVE	12/13/2024	12/13/2024

3. **SOW Section I**, High Level Milestones, DWT-273 Business Tax and TP-536 City Tax Gantt chart by Tax area is deleted in its entirety and replaced with the updated Gantt Chart below.

Tax Area	Project Dependency	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
DETI - CITY Individual Form first draft - 05/28, Final Draft - 07/09	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT		12/13 Go Live	
DETC - CITY CORPORATE Form first draft - 04/15, Final Draft - 06/03	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT		12/13 Go Live	
DETW - CITY Withholding Form first draft - 05/20, Final Draft - 06/25	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT		12/13 Go Live	
MBT - Michigan Business tax Form first draft - 04/29, Final Draft - 06/18	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT		12/13 Go Live	
CIT - Corporate Income Tax Form first draft - 04/01, Final Draft - 06/03	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT		12/13 Go Live	
FTE - Flow-Through Entity Tax Form first draft - 04/01, Final Draft - 06/03	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT		12/13 Go Live	
PAA - Partnership Audit Tax Form first draft - 04/01, Final Draft - 06/03	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT		12/13 Go Live	
SUW - Sales, Use and Withholding Form first draft - 04/29, Final Draft - 06/18	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT		12/13 Go Live	
Angular Upgrade	None				Requirement ANALYSIS						
					BUILD AND UNIT TEST			SIT and UAT		12/13 Go Live	
8000003275 - IIT Report	None					Requirement ANALYSIS					
						BUILD AND UNIT TEST		SIT and UAT		12/13 Go Live	
8000003263 - Update Appeal Right verbiage for LTD (9 different Letters)	None					Requirement ANALYSIS					
						BUILD AND UNIT TEST		SIT and UAT		12/13 Go Live	

3. **SOW Section II, Payment Terms and Conditions, "Professional Fees"** is updated as follows:

A. The following table is deleted in its entirety:

Role	Area	Roll on Date	Roll off Date	Location	Estimated Hours	Rate	Estimated Cost
SAP Sr Business Analyst	Business Tax	4/1/2024	12/31/2024	Onshore	1150	\$246.70	\$283,705.00
UI Sr Developer	Business Tax	4/15/2024	12/31/2024	ATCi	1000	\$54.94	\$54,940.00
Java Sr Developer	Business Tax	4/15/2024	12/31/2024	ATCi	300	\$54.94	\$16,482.00
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	1050	\$57.10	\$59,955.00
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	520	\$57.10	\$29,692.00
SAP Sr Business Analyst	City Tax	4/1/2024	12/31/2024	Onshore	305	\$246.70	\$75,243.50
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	540	\$57.10	\$30,834.00
ABAP Sr Developer/BRF+	City Tax	4/15/2024	12/31/2024	ATCi	620	\$57.10	\$35,402.00
SAP Sr Business Analyst	Business Tax	4/1/2024	12/31/2024	ATCi	1200	\$52.79	\$63,348.00
DWT-273 Business Tax					5,760		\$538,956.00
TP-536 City Tax					925		\$110,645.50
Total					6,685		\$649,601.50
SOW Total Value							\$649,601.50

B. The following table is added to this section as per CR011205 (\$53,965.60) to add scope ITSM 8000003275 - IIT Report & CR011145 (\$40,911.50) ITSM 8000003263 - Update Letters and increase total fees by **\$94,877.10**.

Role	Area	Roll on Date	Roll off Date	Location	Estimated Hours	Rate	Estimated Cost
SAP Sr Business Analyst	Business Tax	4/1/2024	12/31/2024	Onshore	1150	\$246.70	\$283,705.00
UI Sr Developer	Business Tax	4/15/2024	12/31/2024	ATCi	1000	\$54.94	\$54,940.00
Java Sr Developer	Business Tax	4/15/2024	12/31/2024	ATCi	300	\$54.94	\$16,482.00
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	1050	\$57.10	\$59,955.00
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	520	\$57.10	\$29,692.00
SAP Sr Business Analyst	City Tax	4/1/2024	12/31/2024	Onshore	305	\$246.70	\$75,243.50
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	540	\$57.10	\$30,834.00
ABAP Sr Developer/BRF+	City Tax	4/15/2024	12/31/2024	ATCi	620	\$57.10	\$35,402.00
SAP Sr Business Analyst	Business Tax	4/1/2024	12/31/2024	ATCi	1200	\$52.79	\$63,348.00
SAP Sr Business Analyst	8000003275 - IIT Report	7/1/2024	12/31/2024	Onshore	88	\$246.70	\$21,709.60
SAP Sr Business Analyst	8000003275 - IIT Report	7/1/2024	12/31/2024	ATCi	200	\$52.79	\$10,558.00

Role	Area	Roll on Date	Roll off Date	Location	Estimated Hours	Rate	Estimated Cost
ABAP Sr Developer/BRF+	8000003275 - IIT Report	7/1/2024	12/31/2024	ATCi	380	\$57.10	\$21,698.00
SAP Sr Business Analyst	8000003263 - Update Letters	7/1/2024	12/31/2024	Onshore	75	\$246.70	\$18,502.50
SAP Sr Business Analyst	8000003263 - Update Letters	7/1/2024	12/31/2024	ATCi	100	\$52.79	\$5,279.00
ABAP Sr Developer/BRF+	8000003263 - Update Letters	7/1/2024	12/31/2024	ATCi	300	\$57.10	\$17,130.00
DWT-273 Business Tax					5,760		\$538,956.00
TP-536 City Tax					925		\$110,645.50
8000003275 - IIT Report (CR011205)					668		\$53,965.60
8000003263 - Update Letters (CR011145)					475		\$40,911.50
Total					6,685		\$744,478.60
SOW Total Value							\$744,478.60

Change Notice Schedule Impact (from/to): Updated the Go Live date from 12/6/2024 to 12/13/2024 to match with Release Management Plan.

Fee Impact: This Change notice is to update scope as below and increase Fees by **\$94,877.10** as per the Change Requests listed below to align with 24.12 release.

- **CR011038:** This is a **\$0.00** change request to remediate Pre-existing MTO ADA issues and AppScan Issues Identified by Blackduck Tool (Defects 5000002824 & 5000002829).
- **CR011189:** This is a **\$0.00** change request to update the description for CIT Tax Form 4892 from "578 Credit Forward" to "57 Credit Forward" (ITSM 8000003281).
- **CR011205:** This is a **\$53,965.60** change request to automate Bi-weekly Revenue Report for 5772 and 5774 forms into an Excel file (ITSM 8000003275 – IIT Report).
- **CR011145:** This is a **\$40,911.50** change request to Update Appeal Right verbiage on 9 different Business Tax Area Letters as per Policy Mandate (ITSM 8000003263).

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 **57**
to

Contract Number **MA190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		RussellP2@michigan.gov	

CONTRACT SUMMARY

SAP Tax and Revenue Module (TRM) Maintenance & Operational Support and Enhancements

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 12 Months	September 15, 2027
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	12 Months	<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 05/09/2024, the following amendment is hereby incorporated into this Contract to extend the timelines for Sprint 4 (SUW Tax Type) and to mitigate the risk and issues listed in the attached Statement of Work (SOW, address additional technical scope creep that have occurred in between sprints and anticipated during the Sprint 4 implementation as listed below and to mitigate the delay that have occurred in between sprints by SAP native application issues as per the agreement between Contractor and State.

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

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Koppsch-WoodsK	517-243-8786	Koppsch-WoodsK@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 3
to
CONTRACT CHANGE NOTICE #41

For
STATEMENT OF WORK 002-2023
For
DWT-232 Phase 2 - Migrate to TTF from BDS

This Amendment #3 (“AMD”) to Contract Change Notice #41 dated February 24, 2023, (mutual signature date) reflects changes to Statement of Work 002-2023 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 002-2023 identified herein as follows:

AMD #:	003
ACN Project Manager:	Naren Turimella
Statement of Work Name:	DWT-232 Phase 2 - Migrate to TTF from BDS

Describe the Change(s): This \$450,000.00 Change Request is to extend the timelines for Sprint 4 (SUW Tax Type) Migration Enablement as per CR010850 for “**DWT-232 Phase 2 - Migrate to TTF from BDS**”. This change request is to mitigate the Risk and Issues listed below, address additional technical scope creep that have occurred in between sprints and anticipated during the Sprint 4 implementation as listed below and to mitigate the delay that have occurred in between sprints by SAP native application issues as per the agreement between Contractor and State.

Major Risk & Issues:

- RI11884 - ECC Pre-Production’s non-availability from 10th April 2024 until end of July 2024 due to Mitreas UAT testing. DWT-232 Phase 2 project will be paused during the period.
- IS004634 - SAP standard configuration Unable to generate TTF – 8 to 12 weeks delay is absorbed within the project schedule to handle and test the SAP issue and receive a solution from SAP.
- RI11886 - Sprint 4 SUW – Requires evaluation to the timelines. The retro-effect of SAP issues and delays, and volume of (~29M) data to be executed in Pre-Production.
- IS005143 - Unformatted and invalidated data in System.
- IS005143 – Sprint 2 go-live revised to 01/17. Pushes Sprint 3 and 4.
- IS005108 - Migration could not complete as planned due to continuous System downtime Not approved by Business areas.

Additional Technical scope:

- Several SAP Issues impacting TTF enablement: - ~8 different issues reported. SAP provided mostly pilot notes that required Project team to thoroughly implement and test even those are SAP provided solution to ensure no side impact to business functionality other than DWT-232 scope.
- Additional solution for 99Q Period returns: - It was identified that a Period ‘99Q’ (Open period) is configured and suspected / unidentifiable returns parked under this period (~300 returns). This is not a common business process in SAP and unknown at the initial stage of the project scope. System became unsupported to 99Q returns and required additional custom solution to handle this situation.

- Move returns between BDS and TTF: - SAP allows to move Tax return from one period to another if a return is incorrectly flagged to a period, however, does not provide a business function to move tax returns from BDS to TTF or vice-versa even SAP allows both BDS and TTF for a form bundle with two different time slices. A custom solution is required to bridge this gap.
- Additional Data validation and Transformation rules at Interface level: - The primary interface in SAP that receives the Tax returns from various channels is built under the assumption from the initial SAP implementation that it receives the data in prescribed format and does not have additional validation before it accepts the data. However, various scenarios identified within all sprints do not have the required validation and require additional transformation rules to convert into a prescribed format that TTF structure expects without manual intervention.

DWT-232 Phase 2 - Migrate to TTF from BDS Sprint 4 - SUW: As agreed, it will be implemented in 3 releases.

- Sprint 4.1 – Addresses Migration enablement for Tax period 2014 to 2018 with planned Go-live date as 10/15/2024 (Off-cycle Release)
- Sprint 4.2 – Addresses Migration enablement for Tax period 2019 to 2021 with planned Go-live date as 12/13/2024 (24.12.1 release)
- Sprint 4.3 – Addresses Migration enablement for Tax period 2022 to 2024 with planned Go-live date as 02/11/2025 (Off-cycle release)

1. **SOW Section I**, Services Scope (“Services”) is deleted in its entirety and replaced with the updated scope below.

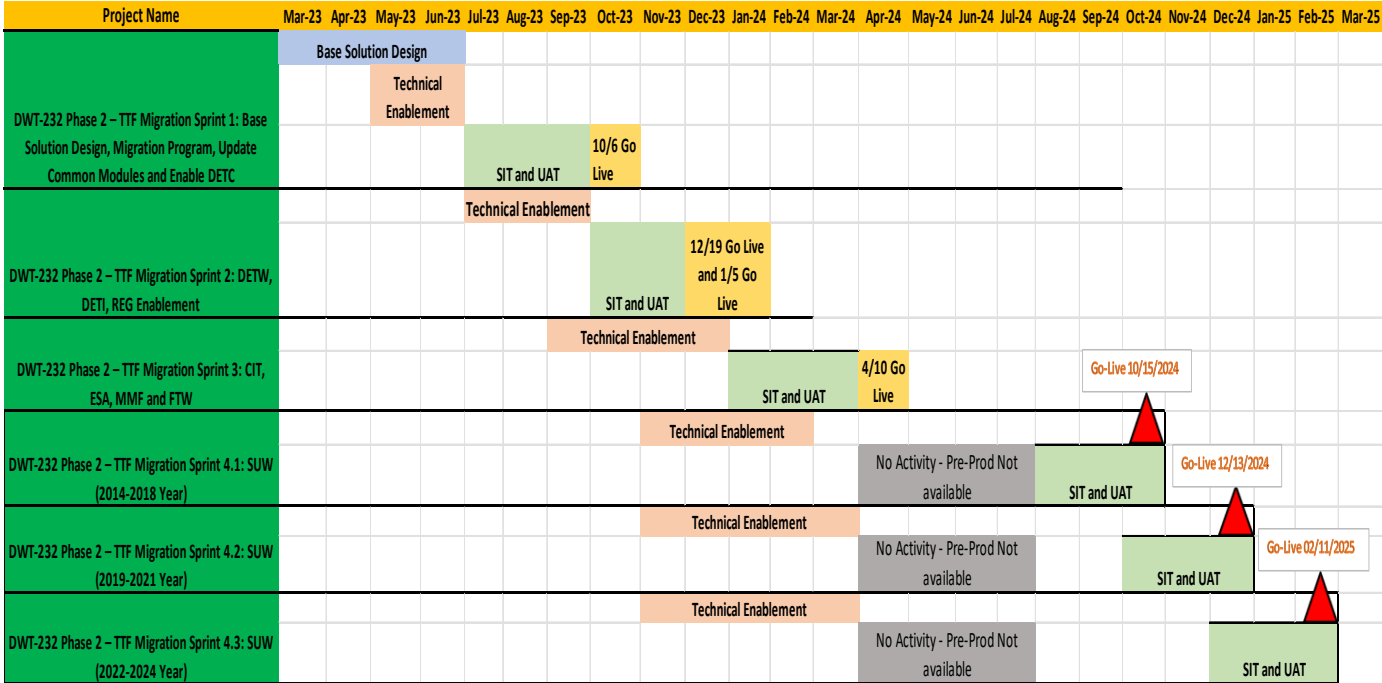
Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-232 Phase 2 - Enable TTF and Migrate to TTF from BDS changes listed below.

- 8000002694 – DETC - 23.10 Off-Cycle release
- 8000002680 – DETW, DETI, and REG - 24.1 release
- 8000002681 – CIT, ESA, MMF, and FTW - 24.4 release
- 8000002682 – SUW – 3 releases
 - Sprint 4.1 – Addresses Migration enablement for Tax period 2014 to 2018 with planned Go-live date as 10/15/2024 (Off-cycle Release)
 - Sprint 4.2 – Addresses Migration enablement for Tax period 2019 to 2021 with planned Go-live date as 12/13/2024 (24.12.1 release)
 - Sprint 4.3 – Addresses Migration enablement for Tax period 2022 to 2024 with planned Go-live date as 02/11/2025 (Off-cycle release)

Enable TTF and Migrate to TTF from BDS (Business document services) for Taxes listed below until 2024 Tax returns. Please refer to Appendix for the list of objects in scope.

1. DETC
2. DETW
3. DETI
4. REG
5. SUW
6. CIT
7. ESA
8. MMF
9. FTW

2. **SOW Section I**, High Level Milestones, Phase 2 - DWT-232 TTF Migration Gantt Chart is deleted in its entirety and replaced with the updated Gantt Chart below.



3. **SOW Section I**, High Level Milestones, Sprint 4 milestones are deleted in its entirety and replaced with the milestones below.

4. Below are the estimated milestones for DWT-232 Phase 2 Sprint 4 TTF Migration scope for SUW Enablement.

- Sprint 4.1 – Tax period 2014 to 2018

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	11/1/2023	02/29/2024
2. SYSTEM INTEGRATION TESTING	01/08/2024	10/10/2024
3. USER ACCEPTANCE TESTING	09/25/2024	10/10/2024
4. CUTOVER	10/11/2024	10/14/2024
5. GO LIVE	10/15/2024	10/15/2024

- Sprint 4.2 – Tax period 2019 to 2021

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	11/1/2023	03/31/2024
2. SYSTEM INTEGRATION TESTING	10/16/2024	12/05/2024
3. USER ACCEPTANCE TESTING	11/25/2024	12/05/2024
4. CUTOVER	12/06/2024	12/12/2024
5. GO LIVE	12/13/2024	12/13/2024

- Sprint 4.3 – Tax period 2022 to 2024

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	11/1/2023	03/31/2024
2. SYSTEM INTEGRATION TESTING	12/16/2024	02/06/2025
3. USER ACCEPTANCE TESTING	01/23/2025	02/06/2025
4. CUTOVER	02/07/2025	02/10/2025
5. GO LIVE	02/11/2025	02/11/2025

Note: The detailed milestones for SIT and UAT are managed by the State.

4. SOW Section I, Project Assumptions is updated as below.

xxxii. Contractor assumes that Pre-Prod landscape will be available starting 8/1/2024 to continue SIT for DWT-232 Phase 2 – Sprint 4: SUW Enablement. If there is any delay in Pre-prod availability, a jointly signed amendment to the SOW will be submitted to adjust DWT-232 Phase 2 – Sprint 4 timelines and agreed upon additional funding.

xxxiii. The overall solution for Phase 2 production data migration assumes the system downtime to be provided as it was planned and no changes to that assumption. The State will notify the Contractor when system downtime can be approved for the migration and the contractor will execute the tasks in coordination with other State team(s) as applicable. Any Data migration that takes place outside of this contract duration, is assumed and agreed upon to be executed by the existing M&O Team.

5. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows:

- A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1. DWT-232 Phase 2: TTF Migration - PROJECT INITIATION	4/1/2023	\$103,451.50

Milestone		Milestone Invoiced Date	Milestone Invoiced Amount
2.	DWT-232 Phase 2 – Sprint 1: Base Solution Design, Migration Program, Update Common Modules and Enable DETC - Technical Enablement	7/1/2023	\$144,832.10
3.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - Technical Enablement	10/1/2023	\$144,832.10
4.	DWT-232 Phase 2 – Sprint 1: DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	11/1/2023	\$87,933.78
5.	DWT-232 Phase 2 – Sprint 3: CIT, ESA, MMF, and FTW Enablement - Technical Enablement	12/28/2023	\$144,832.10
6.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/17/2024	\$87,933.78
7.	DWT-232 Phase 2 – Sprint 4: SUW Enablement - Technical Enablement	4/1/2024	\$108,624.08
8.	DWT-232 Phase 2 – Sprint 3: CIT, ESA, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2024	\$153,884.12
		Total	\$976,323.53

- B. The following table is added to this section as per CR010850 to implement DWT-232 Phase 2 – Sprint 4: SUW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE.

Milestone		Milestone Invoiced Date	Milestone Invoiced Amount
1.	DWT-232 Phase 2: TTF Migration - PROJECT INITIATION	4/1/2023	\$103,451.50
2.	DWT-232 Phase 2 – Sprint 1: Base Solution Design, Migration Program, Update Common Modules and Enable DETC - Technical Enablement	7/1/2023	\$144,832.10
3.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - Technical Enablement	10/1/2023	\$144,832.10
4.	DWT-232 Phase 2 – Sprint 1: DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	11/1/2023	\$87,933.78
5.	DWT-232 Phase 2 – Sprint 3: CIT, ESA, MMF, and FTW Enablement - Technical Enablement	12/28/2023	\$144,832.10
6.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/17/2024	\$87,933.78
7.	DWT-232 Phase 2 – Sprint 4: SUW Enablement - Technical Enablement	4/1/2024	\$108,624.08

	Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
8.	DWT-232 Phase 2 – Sprint 3: CIT, ESA, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2024	\$153,884.12
9.	DWT-232 Phase 2 – Sprint 4.1: SUW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	11/01/2024	\$180,000.00
10.	DWT-232 Phase 2 – Sprint 4.2: SUW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	01/01/2025	\$135,000.00
11.	DWT-232 Phase 2 – Sprint 4.3: SUW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	03/01/2025	\$135,000.00
		Total	\$1,426,323.56

Change Notice Schedule Impact (from/to): Extend “DWT-232 Phase 2 - Migrate to TTF from BDS” timelines to implement Sprint 4 (SUW) Tax types in smaller releases by mitigating all the issues and risk identified within the sprints as agreed upon between Contractor and State and as per CR010850.

Fee Impact: This is a \$450,000.00 change notice to extend the timelines for Sprint 4 (SUW) as per CR010850 for “DWT-232 Phase 2 - Migrate to TTF from BDS”, as per the agreement between Contractor and State

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the “CR Effective Date”).



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **56**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 03/25/2024, the following amendment is incorporated into this Contract per attached Statement of Work (SOW) and reflects the following:

- Tax Type Swap: The tax types between Sprint 3& 4 shall be outlined in the attached SOW.
- Timeline Extension: The timeline for Sprint 3 shall be extended to align with the 24.4 release.
- Sprint 4 Pause: Sprint 4 shall be paused to mitigate the issues listed in the attached SOW.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

AMENDMENT 2
to
CONTRACT CHANGE NOTICE #41

For
STATEMENT OF WORK 002-2023
For
DWT-232 Phase 2 - Migrate to TTF from BDS

This Amendment #2 (“AMD”) to Contract Change Notice #41 dated February 24, 2023, (mutual signature date) reflects changes to Statement of Work 002-2023 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 002-2023 identified herein as follows:

AMD #:	002
ACN Project Manager:	Naren Turimella
Statement of Work Name:	DWT-232 Phase 2 - Migrate to TTF from BDS

Describe the Change(s): This \$0.00 Change Request is to swap the Tax Types in scope between Sprint 3 and 4 as per CR010423 for “**DWT-232 Phase 2 - Migrate to TTF from BDS**”, extend the timelines to align Sprint 3 with 24.4 release as per CR010751 and pause Sprint 4 to mitigate the issues listed below as per the agreement between Contractor and State. New timelines and cost for Sprint 4 (4.1, 4.2 and 4.3) have been proposed and jointly signed amendment to this SOW will be submitted once a decision is made.

- RI11884 - ECC Pre-Production’s non-availability after 10th April due to Mitreas UAT testing.
- IS004634 - SAP standard configuration Unable to generate TTF.
- RI11886 - Sprint 4 SUW – Requires evaluation to the timelines. The retro-effect of SAP issues and delays, and volume of (~29M) data to be executed in Pre-Production.
- IS005143 - Unformatted and invalidated data in System.
- IS005143 – Sprint 2 go-live revised to 01/17. Pushes Sprint 3 and 4.
- IS005108 - Migration could not complete as planned due to continuous System downtime Not approved by Business areas.

DWT-232 Phase 2 - Migrate to TTF from BDS Sprint 3 (24.4 release):

- CIT, ESA, MMF, and FTW.

DWT-232 Phase 2 - Migrate to TTF from BDS Sprint 4 (on hold and release TBD):

- SUW – SIT, UAT and Go live to be agreed upon by the parties.

1. **SOW Section I**, Services Scope (“Services”) is deleted in its entirety and replaced with the updated

scope below.

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-232 Phase 2 - Enable TTF and Migrate to TTF from BDS changes listed below.

- 8000002694 – DETC - 23.10 Off-Cycle release
- 8000002680 – DETW, DETI, and REG - 24.1 release
- 8000002681 – CIT, ESA, MMF, and FTW - 24.4 release
- 8000002682 – SUW – SIT, UAT and Go live to be agreed upon by the parties

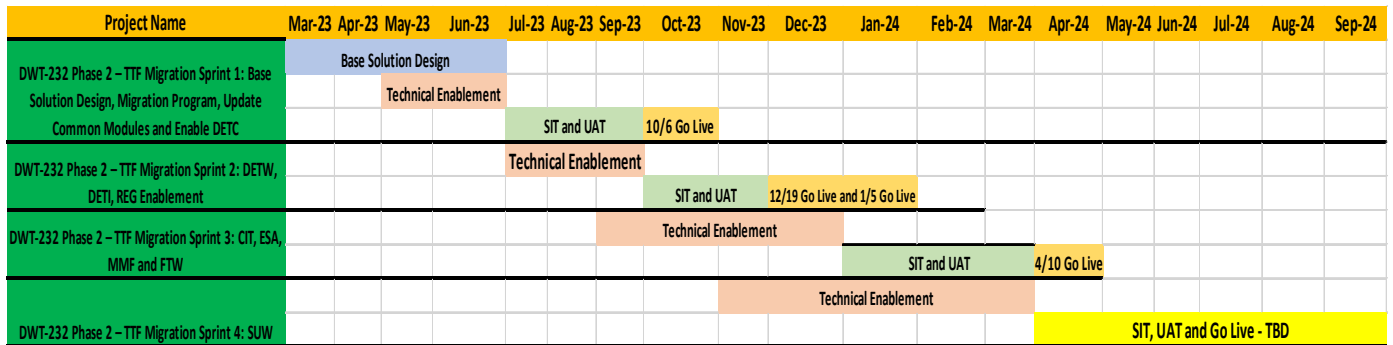
Enable TTF and Migrate to TTF from BDS (Business document services) for Taxes listed below until 2024 Tax returns. Please refer to Appendix for the list of objects in scope.

1. DETC
2. DETW
3. DETI
4. REG
5. SUW
6. CIT
7. ESA
8. MMF
9. FTW

2. **SOW Section I**, Out of Scope will be updated to include the item below.

- MBT forms changes are out of scope due to BRF (future unsupported version by SAP) and Structural Issue.

3. **SOW Section I**, High Level Milestones, Phase 2 - DWT-232 TTF Migration Gantt Chart is deleted in its entirety and replaced with the updated Gantt Chart below.



4. **SOW Section I**, High Level Milestones, Sprint 3, and Sprint 4 milestones are deleted in its entirety and replaced with the milestones below.

3. Below are the estimated milestones for DWT-232 Phase 2 Sprint 3 TTF Migration scope for CIT, ESA, MMF, and FTW Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	9/1/2023	12/28/2023

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
2. SYSTEM INTEGRATION TESTING	1/18/2024	3/23/2024
3. USER ACCEPTANCE TESTING	3/1/2024	4/3/2024
4. CUTOVER	4/4/2024	4/09/2024
5. GO LIVE	4/10/2024	4/10/2024

4. Below are the estimated milestones for DWT-232 Phase 2 Sprint 4 TTF Migration scope for SUW Enablement. SIT, UAT and Go live to be agreed upon by the parties:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	11/1/2023	3/31/2024
2. SYSTEM INTEGRATION TESTING	TBD	TBD
3. USER ACCEPTANCE TESTING	TBD	TBD
4. CUTOVER	TBD	TBD
5. GO LIVE	TBD	TBD

5. SOW Section I, Project Assumptions is updated as below.

xxxi. Contractor requires additional hours to support SUW Go Live to mitigate the issues listed below. A jointly signed amendment to this SOW will be submitted for DWT-232 Phase 2 – Sprint 4: SUW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE, as per the agreement between Contractor and State.

- RI11884 - ECC Pre-Production’s non-availability after 10th April due to Mitreas UAT testing.
- IS004634 - SAP standard configuration Unable to generate TTF.
- RI11886 - Sprint 4 SUW – Requires evaluation to the timelines. The retro-effect of SAP issues and delays, and volume of (~29M) data to be executed in Pre-Production.
- IS005143 - Unformatted and invalidated data in System.
- IS005143 – Sprint 2 go-live revised to 01/17. Pushes Sprint 3 and 4.
- IS005108 - Migration could not complete as planned due to continuous System downtime Not approved by Business areas.

xxxii. Contractor assumes that Pre-Prod landscape will be available starting 8/1/2024 to continue SIT for DWT-232 Phase 2 – Sprint 4: SUW Enablement. If there is any delay in Pre-prod availability, a jointly signed amendment to the SOW will be submitted to adjust DWT-232 Phase 2 – Sprint 4 timelines and agreed upon additional funding.

6. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows:

A. The following table is deleted in its entirety:

	Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1.	DWT-232 Phase 2: TTF Migration - PROJECT INITIATION	4/1/2023	\$103,451.50
2.	DWT-232 Phase 2 – Sprint 1: Base Solution Design, Migration Program, Update Common Modules and Enable DETC - Technical Enablement	7/1/2023	\$144,832.10
3.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - Technical Enablement	10/1/2023	\$144,832.10
4.	DWT-232 Phase 2 – Sprint 1: DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	11/1/2023	\$87,933.78
5.	DWT-232 Phase 2 – Sprint 3: SUW, MMF, and FTW Enablement - Technical Enablement	12/1/2023	\$144,832.10
6.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$87,933.78
7.	DWT-232 Phase 2 – Sprint 4: CIT, and ESA Enablement - Technical Enablement	2/1/2024	\$108,624.08
8.	DWT-232 Phase 2 – Sprint 3: SUW, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	3/1/2024	\$87,933.78
9.	DWT-232 Phase 2 – Sprint 4: CIT, and ESA Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2024	\$65,950.34
	Total		\$976,323.53

B. The following table is added to this section as per CR010423 and CR010751 for updating the “DWT-232 Phase 2 – Sprint 3: CIT, ESA, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE” milestone invoice amount.

	Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1.	DWT-232 Phase 2: TTF Migration - PROJECT INITIATION	4/1/2023	\$103,451.50
2.	DWT-232 Phase 2 – Sprint 1: Base Solution Design, Migration Program, Update Common Modules and Enable DETC - Technical Enablement	7/1/2023	\$144,832.10
3.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - Technical Enablement	10/1/2023	\$144,832.10
4.	DWT-232 Phase 2 – Sprint 1: DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	11/1/2023	\$87,933.78

	Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
5.	DWT-232 Phase 2 – Sprint 3: CIT, ESA, MMF, and FTW Enablement - Technical Enablement	12/28/2023	\$144,832.10
6.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/17/2024	\$87,933.78
7.	DWT-232 Phase 2 – Sprint 4: SUW Enablement - Technical Enablement	4/1/2024	\$108,624.08
8.	DWT-232 Phase 2 – Sprint 3: CIT, ESA, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2024	\$153,884.12
		Total	\$976,323.53

Change Notice Schedule Impact (from/to): Swap the Tax Types in scope between Sprint 3 and 4 as per CR010423 for “DWT-232 Phase 2 - Migrate to TTF from BDS”, extend the timelines to align Sprint 3 with 24.4 release (4/10/2024) as per CR010751, and pause Sprint 4 SIT, UAT and Go-Live as per the agreement between Contractor and State.

Fee Impact: This is a \$0.00 change notice to swap the Tax Types in scope between Sprint 3 and 4 as per CR010423 for “DWT-232 Phase 2 - Migrate to TTF from BDS”, extend the timelines to align Sprint 3 with 24.4 release (4/10/2024) as per CR010751, and pause Sprint 4 SIT, UAT and Go-Live as per the agreement between Contractor and State.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the “CR Effective Date”).



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **55**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767 russellp2@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,394,324.86	\$0.00	\$53,394,324.86

DESCRIPTION

Effective 03/08/2024, the attached SOW 001-2024 is hereby incorporated into this contract for Year End Project for 2024 DWT-273 Business Tax and TP-536 City Tax.

Total cost of this project is \$649,601.50. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 001-2024

For

Year End Project for 2024 (DWT-273 Business Tax and TP-536 City Tax)

This Statement of Work 001-2024, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. **Scope of Services and Project Deliverables.**

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. **Term.**

The Services will be performed by Contractor commencing on or about March 15th, 2024 ("Effective Date") and shall be completed on or about December 31st, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

- Changes to the Michigan Integrated Tax Administration System (MIITAS) for 2024 consist of tax yearend enhancements to City Individual, City Corporate, and City Withholding Year End Changes (TP-536) and the MBT, MRE, CIT, SUW, FTE, PAA, MTO and MMF Year End Changes (DWT-273) to support the 2024 tax year. Specifically, this project converts the 2023 tax year program to the 2024 tax year. This will include any legislatively mandated changes and forms, supporting business processes, and interfaces.
- The scope will also include development, SIT and UAT support for MTO Angular Upgrade to a higher version which is released from Google by June 15th, 2024.
- The scope will include MTO error code testing for UI and Java.
- The scope will include RAB interest rates update for January 2025.

Should the Contractor not use all the projected hours identified in Section II (1) or the additional hours required to deliver the defined scope, a jointly signed amendment to this SOW will be pursued.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC and MTO.
- ESA changes for 2024 Tax Year.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- Any changes required in SIGMA, STAR, MiTreas, JPMC or DW.



6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.



DWT-273 Business Tax and TP-536 City Tax: Overall schedule

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	03/15/2024	03/29/2024
2. ANALYSIS AND FUNCTIONAL DESIGN	04/01/2024	07/31/2024
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	05/01/2024	09/30/2024
4. SYSTEM INTEGRATION TESTING	09/09/2024	11/21/2024
5. USER ACCEPTANCE TESTING	10/21/2024	11/26/2024
6. CUTOVER	11/27/2024	12/05/2024
7. GO LIVE	12/06/2024	12/06/2024

DWT-273 Business Tax and TP-536 City Tax Gantt chart by Tax area: The Application build is planned in 2 phases to QA.

- Phase 1 of YE-24 changes – MBT, CIT, FTE, SUW, PAA and Angular upgrade on 09/09/2024 (as per RMP)
- Phase 2 of YE-24 changes – DETI, DETC, DETW – 10/01/2024

Considering YE2024 projects and configuration management plan, the below Gantt chat is prepared that is optimized and a phase wise approach that Accenture and DTMB Testing can accommodate. This allows the final draft forms to be available to Accenture by forms Team like YE23 so that YE changes can be released with the projects using one Landscape.



Tax Area	Project Dependency	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
DETI - CITY Individual Form first draft - 05/28, Final Draft - 07/09	None			Forms Design							
				Requirement ANALYSIS							
DETC - CITY CORPORATE Form first draft - 04/15, Final Draft - 06/03	None		Forms Design								
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT			12/06 Go Live
DETW - CITY Withholding Form first draft - 05/20, Final Draft - 06/25	None			Forms Design							
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT			12/06 Go Live
MBT - Michigan Business tax Form first draft - 04/29, Final Draft - 06/18	None		Forms Design								
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT			12/06 Go Live
CIT - Corporate Income Tax Form first draft - 04/01, Final Draft - 06/03	None		Forms Design								
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT			12/06 Go Live
FTE - Flow-Through Entity Tax Form first draft - 04/01, Final Draft - 06/03	None		Forms Design								
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT			12/06 Go Live
PAA - Partnership Audit Tax Form first draft - 04/01, Final Draft - 06/03	None		Forms Design								
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT			12/06 Go Live
SUW - Sales, Use and Withholding Form first draft - 04/29, Final Draft - 06/18	None		Forms Design								
				Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT			12/06 Go Live
Angular Upgrade	None			Requirement ANALYSIS			BUILD AND UNIT TEST	SIT and UAT			12/06 Go Live

8. Work Location.

Services against this SOW shall be performed offsite.

9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office	



The State	Contractor
<p>space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.



12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions from April 2024 onwards to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email. Business Provides the final draft as mentioned in Gantt chat, Changes permitted after it via Change Control.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x. A separate SOW will be submitted for ESA 2024 changes which are expected to go live as part of April 2025 release.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing 2024 Release schedule.



- xiii. Any existing issues discovered during analysis or SIT/UAT need to be handled using M&O established channels.
- xiv. Contractor assumes that Year End Project for 2024 (DWT-273 Business Tax and TP-536 City Tax) will be scheduled as part of December 2024 release. If the release is scheduled for a different release date, past the December 2024 release date, if required, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- xv. Contractor assumes that CITY Tax is NOT impacted by any other project changes and can be released stand alone to QA on proposed date. If there is a tie up with other projects, the other projects need to be aligned with CITY YE timelines.
- xvi. The solution for this SOW is based on the object changes from 2023 Year End project listed below plus additional scope to perform MTO error codes testing, implement Angular upgrade to next version as released by Google:

Type of Change	Complexity	Volume (excludes the incidents that were added to scope)
Year End update for Text changes in various forms	Simple	85
	Medium	18
	Complex	10
Year End Configuration changes	N/A	23
Utility/Enhancement	Complex	04
Total		140



II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a time and materials basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).

Role	Area	Roll on Date	Roll off Date	Location	Estimated Hours	Rate	Estimated Cost
SAP Sr Business Analyst	Business Tax	4/1/2024	12/31/2024	Onshore	1150	\$246.70	\$283,705.00
UI Sr Developer	Business Tax	4/15/2024	12/31/2024	ATCi	1000	\$54.94	\$54,940.00
Java Sr Developer	Business Tax	4/15/2024	12/31/2024	ATCi	300	\$54.94	\$16,482.00
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	1050	\$57.10	\$59,955.00
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	520	\$57.10	\$29,692.00
SAP Sr Business Analyst	City Tax	4/1/2024	12/31/2024	Onshore	305	\$246.70	\$75,243.50
ABAP Sr Developer/BRF+	Business Tax	4/15/2024	12/31/2024	ATCi	540	\$57.10	\$30,834.00
ABAP Sr Developer/BRF+	City Tax	4/15/2024	12/31/2024	ATCi	620	\$57.10	\$35,402.00
SAP Sr Business Analyst	Business Tax	4/1/2024	12/31/2024	ATCi	1200	\$52.79	\$63,348.00
DWT-273 Business Tax					5,760		\$538,956.00
TP-536 City Tax					925		\$110,645.50
Total					6,685		\$649,601.50
SOW Total Value							\$649,601.50

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State’s time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.



2. Payment Structure.

Contractor will generate invoices, based on expected billable hours each month.

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **54**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,394,324.86	\$0.00	\$53,394,324.86

DESCRIPTION

Effective 02/06/2024, this contract is hereby amended as follows:

1. A new web service must be created between MITAS SAP ECC and HCM System (Salesforce) to extract the information from SAP ECC based on the request received from HCM System. The scope includes building the ECC web service like MiTREAS S4 SAP to HCM System.

The total cost of this project is \$49,297.72. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 002-2024

For

DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce

(ITSM 8000003150)

This Statement of Work 002-2024, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about March 15th, 2024 ("Effective Date") and shall be completed on or about August 31st, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce (ITSM 8000003150) changes listed below.

2.1 General Requirements

New webservice must be created between MIITAS SAP ECC and HCM System (Salesforce) to extract the information from SAP ECC based on the request received from HCM System (Salesforce). The scope includes building the ECC webservice like MiTREAS S4 SAP to HCM System (Salesforce).

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- System integration test (SIT) and UAT are the responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- BI/BW and MTO.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.



Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office as per the below Gantt chart.



DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce Gantt Chart:

	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce	Initiation	Analysis and Functional Design					
			Build and Unit Test		SIT and UAT		
						8/28 Go Live	

Below are the estimated milestones for DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	3/15/2024	3/29/2024
2. ANALYSIS AND FUNCTIONAL DESIGN	4/1/2024	5/31/2024
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2024	6/28/2024
4. SYSTEM INTEGRATION TESTING	7/8/2024	8/18/2024
5. USER ACCEPTANCE TESTING	7/22/2024	8/22/2024
6. CUTOVER	8/23/2024	8/27/2024
7. GO LIVE	8/28/2024	8/28/2024

8. Work Location.

Services against this SOW shall be performed offsite.

9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.



10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that	



The State	Contractor
<p>may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the



fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. There will be no hardware or software acquisitions for, or because of this project.
- vi. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- vii. DTMB PMO team will manage this project.
- viii. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- ix. Contractor will be allowed to subcontract offshore resources. The use of subcontract resources will be only in a staff augmentation role, at the direction of the Contractor. All deliverables will remain within Contractor's scope and responsibility.
- x. The implementation plan for this SOW is developed referencing 2024 Release schedule.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same



landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).

- xii. During the event of code contentions and dependency, Project gets priority over support releases and those support tickets must be aligned with Project timelines. In case of Priority if it can't wait, Emergency Path can be pursued on ad-hoc basis. Refer to Appendix section B for RICEFWT Inventory.
- xiii. Contractor assumes that DWT-272 functionality will be scheduled as part of August 2024 release. If the release is scheduled for a different release date, past the August 2024 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- xiv. For ATCI team members, VDI access and Developer license key cost will be added to the DWT-272 project by DTMB.
- xv. The solution and pricing are based on ATCI team having access to QA landscape and assumes that State will provide VDI system access to Contractor's offshore team (estimated up to 2 VDI).
- xvi. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xvii. Contractor assumes that VDI access will be available for continued support during the Warranty period.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor's fees for this Project including additional Basis resource will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described ("Professional Fees").

Description	Estimated Duration	Planned Resource Location*	Price
DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce	March 2024 – August 2024	Offshore – 2 Onshore – 1	\$49,297.72

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce – Initiation	4/1/2024	\$2,464.89
DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce – ANALYSIS, AND FUNCTIONAL DESIGN - 100% Completion	6/1/2024	\$14,789.31
DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 100% Completion	7/1/2024	\$17,254.20
DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce - SYSTEM INTEGRATION TESTING SUPPORT - JULY 2024	8/1/2024	\$12,324.43
DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce - SYSTEM INTEGRATION TESTING SUPPORT, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	9/1/2024	\$2,464.89
	Total	\$49,297.72

1. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix.

A. Glossary of Terms

a. RICEFWT

- i. R – Reports
- ii. I – Interfaces
- iii. C – Conversion
- iv. E – Extensions
- v. F – Forms / notices
- vi. W – Workflows
- vii. T – Tax forms and BRF+ objects

B. RICEFWT Inventory

Based on preliminary analysis, The Contractor has collected and prepared the following inventories that are applicable for a potential change for successful enablement of DWT-272 SAP-ECC Webservice for Hearings Tracking/Salesforce.

RICEFWT List:

Program Type	Total Count
00 - Configuration	
01 - Reports	
02 - Interface	1
03 - Conversion	
04 - Enhancement	
05 - Forms	
06 – Workflow	
07 - Tax form and BRF+	
08 - BW Reports	
09 - MTO Integration	
10 - Archiving and customization	
Total Count of Objects	1



SL#	Process Area	Program Type	Description	New/Modify	Complexity of change
1	04 - Collections	02 - Interface	New - SAP-ECC Webservice (Inbound and Outbound) for Hearings Tracking/Salesforce	New	Complex



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **53**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,394,324.86	\$0.00	\$53,394,324.86

DESCRIPTION

Effective 01/19/2024, this contract is hereby amended as follows:

1. The attached SOW 012-2023 is hereby incorporated into this contract to allow the contractor to plan, build, unit test, support SIT and UAT test, and deploy the DWT-244 Misc. refunds to SAP.

The total cost of this project is \$648,800. No additional funding will be added to the contract 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 012-2023

For

DWT-244 Move Misc Refunds Process to SAP

(ITSM 8000003062)

This Statement of Work 012-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about January 15th, 2024 ("Effective Date") and shall be completed on or about December 31st, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-244 Move Misc Refunds Process to SAP (ITSM 8000003062) changes listed below.

2.1 General Requirements for New Process

The Tax Technical Unit needs the ability to issue Miscellaneous refunds with the below requirements.

1. The ability to send refunds to Register and previously Un-Registered individuals and businesses.
2. The creation of a new Contract Object(s) for these refunds which would allow the registration of accounts not previously registered and the accounting for these refunds to be established, without creating Sales or Use Tax obligations.
3. The ability to send refunds that are not tax period specific.
4. To capture as much detail as possible regarding the person receiving the refund as well as the associated taxpayer.
5. The ability to allow the system to calculate interest based on dates other than the current date.
6. The ability to manually override the interest calculation and input a separate amount.
7. The ability to manually post and refund Miscellaneous Interest for scenarios where additional interest is required for refunds previously paid.
8. Refunds generated through this process should still be subject to offsets if there is a registered business or individual identification number using the external offset process that takes place via SIGMA intercept.
9. Store refund information, including who the refund was paid to, the amount, and where the tax was originally paid to the State of Michigan.
10. Refunds generated using this method may need to include the option to issue to multiple Payees.
11. Supported Refund types are Individual Vehicle Sales, Lemon Law, Form 5633, Bad Debt, and Miscellaneous Interest Only.

Refer to the Appendix section C for high level solution flow that is planned to be implemented as part of this SOW based on high level requirements gathered by the State and Contractor. Also, refer to Appendix section D for Requirements to Solution Mapping.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered,



therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- System integration test (SIT) and UAT are the responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- No New Tax return / form is being built for this scope. Only Refund form for Misc refund is designed to support issuing Misc refunds.
- No Letters produced in any form such as TBORs or Refund adjustment from SAP for these refunds.
- No integration with Tax processing within the Tax returns. These refunds are excluded to be considered within Tax return process.
- For inflate credits to issue refunds, Payment lot is not used. SAP standard modules are used like FPE1 transaction.
- No Billing or collections process for refund recoups within SAP using STAR/MiTreas.
- New reports, Letters, or Interfaces.
- BI/BW and MTO.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, "Accenture" includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.



Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office as per the below Gantt chart.



DWT-244 Move Misc Refunds Process to SAP Gantt Chart:

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
	Initiation	Analysis										
DWT-244 Move Misc Refunds Process to SAP					BUILD AND UNIT TEST			SIT AND UAT			12/13 Go Live	

Below are the estimated milestones for DWT-244 Move Misc Refunds Process to SAP:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, INFRASTRUCTURE READINESS AND SET UP	01/15/2024	01/31/2024
2. ANALYSIS AND FUNCTIONAL DESIGN	02/01/2024	05/31/2024
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	05/01/2024	08/29/2024
4. SYSTEM INTEGRATION TESTING	09/19/2024	12/01/2024
5. USER ACCEPTANCE TESTING	10/29/2024	12/06/2024
6. CUTOVER	12/07/2024	12/12/2024
7. GO LIVE	12/13/2024	12/13/2024

1. Work Location.

Services against this SOW shall be performed offsite.

2. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.



3. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that	



The State	Contractor
<p>may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

4. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the



fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

5. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. There will be no hardware or software acquisitions for, or because of this project.
- vi. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- vii. DTMB PMO team will manage this project.
- viii. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- ix. Contractor will be allowed to subcontract offshore resources. The use of subcontract resources will be only in a staff augmentation role, at the direction of the Contractor. All deliverables will remain within Contractor's scope and responsibility.
- x. The implementation plan for this SOW is developed referencing 2024 Release schedule.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same



landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).

- xii. During the event of code contentions and dependency, Project gets priority over support releases and those support tickets must be aligned with Project timelines. In case of Priority if it can't wait, Emergency Path can be pursued on ad-hoc basis. Refer to Appendix section B for RICEFWT Inventory.
- xiii. Contractor assumes that DWT-244 functionality will be scheduled as part of December 2024 release. If the release is scheduled for a different release date, past the December 2024 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- xiv. For ATCI team members, VDI access and Developer license key cost will be added to the DWT-244 project by DTMB.
- xv. The solution and pricing assume ATCI team being part of Analysis and Design phase/sessions/business workshops.
- xvi. Contractor's pricing and solution assumes offshore functional team being part of design sessions using SOM Teams on VDI or other approved methods such as Accenture Teams for communication with onshore teams.
- xvii. The solution and pricing are based on ATCI team having access to QA landscape, BI/BW landscape and assumes that State will provide VDI system access to Contractor's offshore team (estimated up to 3 VDI).
- xviii. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xix. Contractor assumes that VDI access will be available for continued support during the Warranty period.
- xx. Contractor assumes that no change is expected on the Tax return(s) as it is capable enough to identify tax specific accounting entries while processing returns. It is assumed that, adding a new contract object (Misc) and posting under does not impact the current processing.
- xxi. Contractor assumes that existing Refund reports will be adjusted to support the additional Misc refunds - TAM RPT 039 - Refund Revenue, TAM RPT 024 - Refunds Approved but not Issued, TAM RPT 025 - Refunds Paid Report, TAM RPT 026 - Refunds in Approval Queue and TAM RPT 027 - Refunds Pending Processing
- xxii. Contractor assumes that for refunds integration with SIGMA, existing interface will be updated/adjusted to support this Misc refund process.



II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project including additional Basis resource will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
DWT-244 Move Misc Refunds Process to SAP	January 2024 – December 2024	Offshore – 3 Onshore – 2	\$648,800.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
DWT-244 Move Misc Refunds Process to SAP – Initiation	2/1/2024	\$32,440.00
DWT-244 Move Misc Refunds Process to SAP – ANALYSIS, AND FUNCTIONAL DESIGN - 30% Completion	5/1/2024	\$58,392.00
DWT-244 Move Misc Refunds Process to SAP – ANALYSIS, AND FUNCTIONAL DESIGN - 100% Completion	6/1/2024	\$136,248.00
DWT-244 Move Misc Refunds Process to SAP – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 40% Completion	7/1/2024	\$77,856.00



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
DWT-244 Move Misc Refunds Process to SAP – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 100% Completion	9/1/2024	\$116,784.00
DWT-244 Move Misc Refunds Process to SAP - SYSTEM INTEGRATION TESTING SUPPORT - SEP 2024	10/1/2024	\$64,880.00
DWT-244 Move Misc Refunds Process to SAP - SYSTEM INTEGRATION TESTING SUPPORT - OCT 2024	11/1/2024	\$64,880.00
DWT-244 Move Misc Refunds Process to SAP - SYSTEM INTEGRATION TESTING SUPPORT - NOV 2024	12/1/2024	\$64,880.00
DWT-244 Move Misc Refunds Process to SAP - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2025	\$32,440.00
	Total	\$648,800.00

1. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix.

A. Glossary of Terms

a. RICEFWT

- i. R – Reports
- ii. I – Interfaces
- iii. C – Conversion
- iv. E – Extensions
- v. F – Forms / notices
- vi. W – Workflows
- vii. T – Tax forms and BRF+ objects

B. RICEFWT Inventory

Based on preliminary analysis, The Contractor has collected and prepared the following inventories that are applicable for a potential change for successful enablement of DWT-244 Move Misc Refunds Process to SAP.

RICEFWT List:

Program Type	Total Count
00 - Configuration	4
01 - Reports	5
02 - Interface	7
03 - Conversion	
04 - Enhancement	6
05 - Forms	
06 – Workflow	1
07 - Tax form and BRF+	1
08 - BW Reports	
09 - MTO Integration	
10 - Archiving and customization	
Total Count of Objects	24



SL#	Process Area	Program Type	Description	New/Modify	Complexity of change
1	05 - Cross / Custom	00 - Configuration	Overall Blueprint Design, Process flow update for Misc Refunds	New	NA
2	01 - Registration	00 - Configuration	Master data - Tax Type and Revenue Type and other set up	New	NA
3	03 - Taxpayer & Revenue Accounting	00 - Configuration	Main & Sub, posting areas, G/Ls, Clearing configurations	New	NA
4	02 - Returns processing	00 - Configuration	Form, Scenario, Billing & Invoicing - Refund Form bundle	New	NA
5	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 039 - Refund Revenue	Modify	Simple
6	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 024 - Refunds Approved but not Issued	Modify	Simple
7	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 025 - Refunds Paid Report	Modify	Simple
8	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 026 - Refunds in Approval Queue	Modify	Simple
9	03 - Taxpayer &	01 - Reports	TAM RPT 027 - Refunds Pending Processing	Modify	Simple



SL#	Process Area	Program Type	Description	New/Modify	Complexity of change
	Revenue Accounting				
10	01 - Registration	02 - Interface	INT1 - SAP to TACS - Registration Information(Z_TI04_236_SAP_TO_TACS_EXTRAC)	Modify	Simple
11	01 - Registration	02 - Interface	INT2 - Siebel Interface for Registration Information	Modify	Simple
12	01 - Registration	02 - Interface	INT12 - DW for Registration Information	Modify	Simple
13	02 - Returns processing	02 - Interface	INT 12 - Data Extract from SAP to Datawarehouse for Refunds data	Modify	Simple
14	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 31 SIGMA Warrant Feedback	Modify	Medium
15	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 33 Outbound Warrants (Refunds)	Modify	Simple
16	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 34 Vendor Extract File (inbound)	Modify	Simple
17	02 - Returns processing	04 - Enhancement	Integration with Invoicing Clearing for Misc refunds	New	Simple
18	02 - Returns processing	04 - Enhancement	Integration with Blling & Invoicing for Accounting posting and 'REOPEN'	New	Medium



SL#	Process Area	Program Type	Description	New/Modify	Complexity of change
19	02 - Returns processing	04 - Enhancement	Upload supporting documents to FileNet - FileNet integration	New	Complex
20	02 - Returns processing	04 - Enhancement	Adjust the cockpit using Floor Plan Manager to limit functions	New	Medium
21	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Refund Credit interest calculation	New	Medium
22	03 - Taxpayer & Revenue Accounting	04 - Enhancement	FPY1/Payment run Adjustments	Modify	Simple
23	03 - Taxpayer & Revenue Accounting	06 - Workflow	Refund Approval using UWL / existing Refund Approval process	Modify	Simple
24	02 - Returns processing	07 - Tax form	Refund form Design with WD component and BRF+	New	Complex

C. High Level Solution Flow

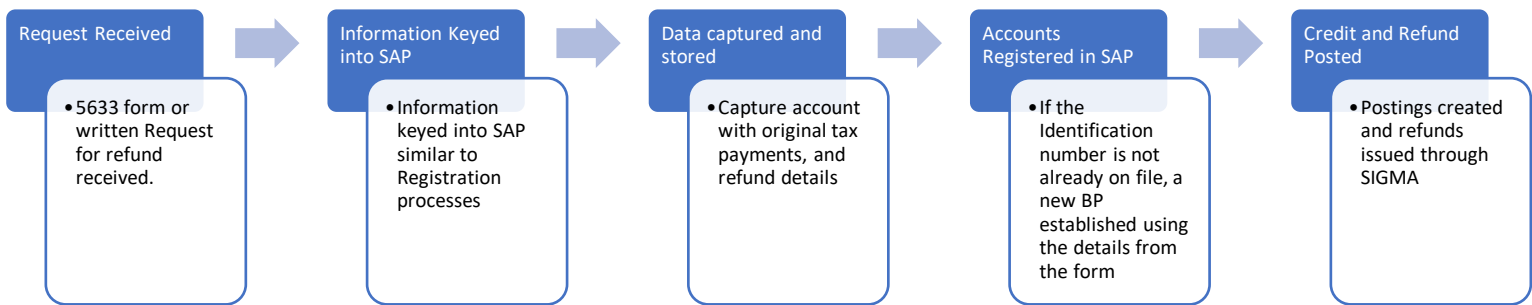
Based on high level requirements gathered by the State and Contractor, the solution would be to implement a process in SAP surrounding the existing form process for the 5633. The form is currently available for refund requesters for that specific scenario but could be extended in the background processes to allow the Tax Technical Unit to utilize the same format for all 4 refund types. When a request for a refund is received, the Tax Technical Unit would access SAP screen and enter the details into a form. Once all information has been entered, the form can be processed. The processing of the form should include business rules that would establish if there were an existing account in SAP or a new BP will need to be created. A new Contract Object



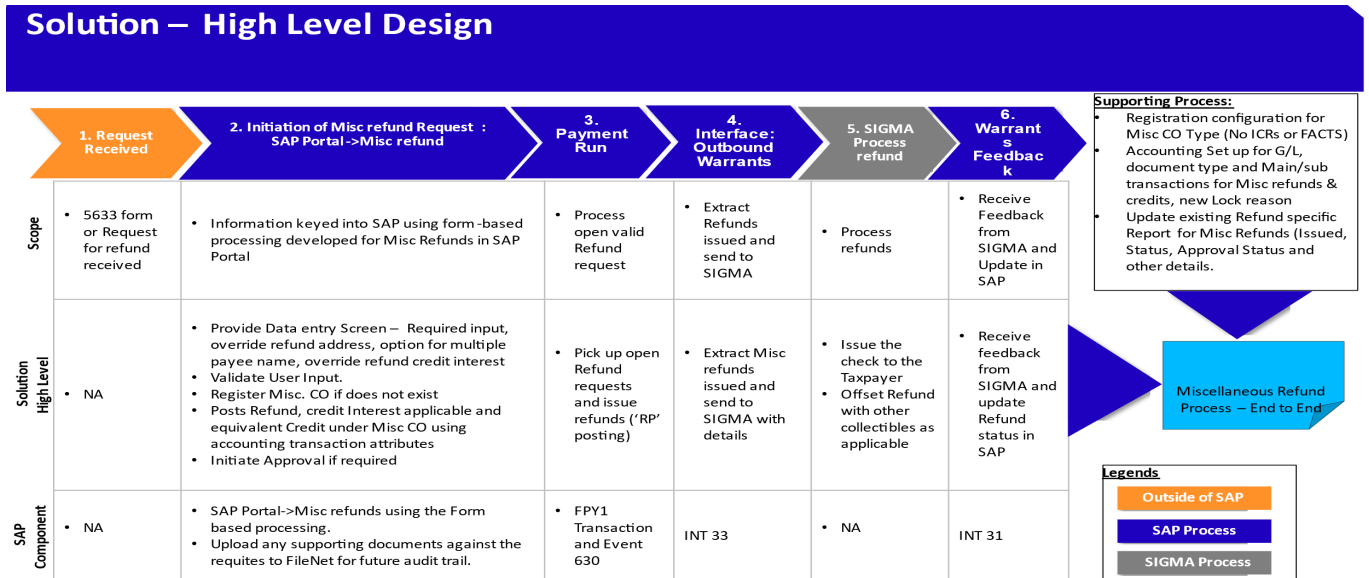
should be added to the determined BP. This Contract Object should be used for the Miscellaneous refunds, and if it is like Sales/Use, it should not create any ICRs.

New Mains and Subs will need to be created for accounting purposes that would be associated with the type of refund and the funds that the refund is issued from, as well as the credit interest. Refund types are Individual Vehicle Sales, Lemon Law, Form 5633, Bad Debt, and Miscellaneous Interest Only.

This process should include the option for reopening a processed form to post a recoup, and to be adjusted in the case of a potential clerical error. The recoup process should allow the state to assess those paid refunds in error as needed.



Below is the high-level solution process flow to implement the requirements in scope listed in SOW Section I, Services Scope (“Services”) based on high level requirements gathered by the State and Contractor.

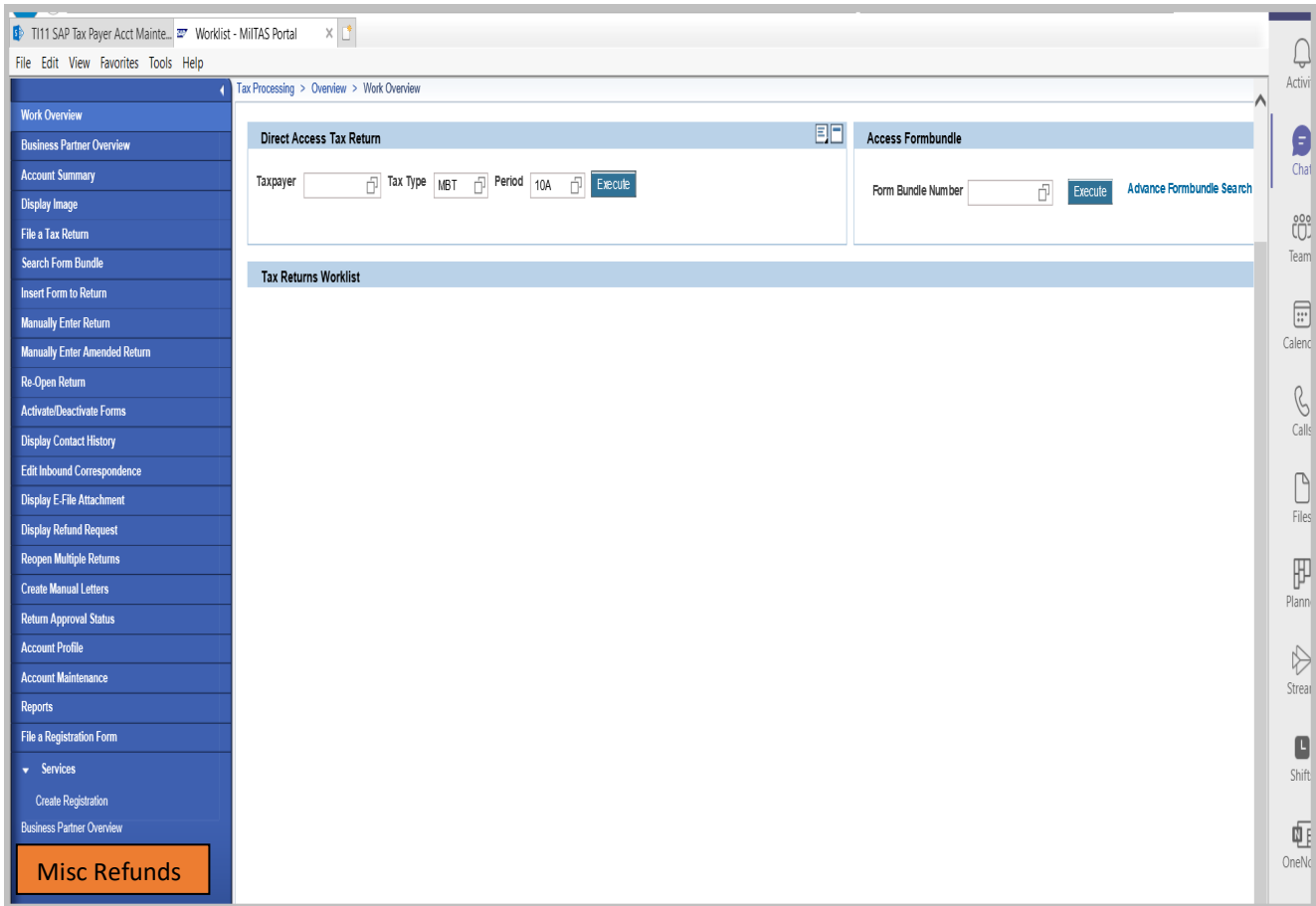




Initiation of Misc refund Request Details

Use form processing framework to issue these Misc Refunds to initiate the request to leverage some of the functionality available in form processing framework and better audit control.

- This will be deemed as 'TAX REFUND' Application like what we have 'TAX RETURN' and 'TAX REGISTRATION'.
- A link in SAP portal called 'Misc Refund', that initiates a FB type selection (new FB type will be defined for this purpose). A mockup screen below.
- The cockpit for Misc Refunds will be adjusted and limited functions as – 'CHECK', 'PROCESS REFUND', 'REOPEN'.
- 'Process Refund' process refund by creating Master data if not available and create similar RF postings and will use form processing framework for approval and status.
- 'REOPEN' function will allow to reverse the refund posted for any reason in case needed.
- There is no Amendment or Audit like Tax Registration for this. A form will be filled and processed every time a refund to be issued. Only 'A' Phase (submitted, in this case User entered values) and 'C' phase (System calculated) will be designed. Any change post processing the initial Misc refund requires reversing the transaction using 'REOPEN' and submit a new request itself.
- We will develop a generic form and in that we will have Refund Type section design (Bad debt or Lemon Law or 5633)
- The function will allow upload any supporting documentation from desktop (pdf format only) to File net and can be reviewed later for audit trial purposes.
- Other form processing function(s) will be suppressed that are not applicable.
- This will be built using 'TTF' (Transparent Table for Forms) that supports archiving and query using standard SAP table query.



Master Data consideration

- Define a new Contract object type (a.k.a '0030' – Misc refunds), not as a typical Tax Type that would have Tax reported under.
- If an entity is registered (FEIN / TR) already in our system as Taxpayer, we would create a contract object under '0030' CO type (if this contract object not existed, meaning no Misc refunds has issued in past) and issue Misc refund from that contract object with the postings pointing to appropriate G/Ls (by ACT ID – '0030', Misc Refund Main and sub transaction).
- If an entity is NOT registered (FEIN / TR) in our system, System would create Business Partner, Contract Account, and a Contract object under '0030' CO type (if this contract object not existed, meaning no Misc refunds has issued in past)



- As these are not Tax Type contract objects, the registration reporting to other system will be suppressed via existing interfaces (INT1 SAP to TACS, INT2 Siebel interface and INT 12 DW registration information)

Accounting Postings:

- The Accounting entries will be enabled through the Billing & Invoicing as the Refund request is processed through form processing framework.
- The clearing variant will be defined specific to Misc contract object type to clear using the FB# (the corresponding Refund offset will clear with corresponding credit). The Payment /FPY1' will post the 'RP' document to clear out the Misc Refund credit.
- The Recoup postings for Refund will follow the similar existing process when 'REOPEN' is used, however there will be no collections or STAR integration for this process.
- Define new Account determination ID '30' assigned to Misc contract object.
- Define required Main & sub transaction required for Misc Refund. Below is a proposal but needs to be discussed and defined during the design phase of the Project and this does not alter the estimates.
 - Misc refund posting:
 - Document Type: - 'MR' – Misc refunds. This is like RF but don't want use RF to avoid breaking Tax processing by any means.
 - Main Transaction for Refund – '5050' / Misc refunds. We can use '5000', but I think it makes sense to keep this clean as this is not tax processing.
 - Sub Transactions
 - Refund Offset (clears with credits)
 - 0025 / Refund Offset
 - Refund request / credit
 - 0100 / Misc Refund 'Bad Debt'
 - 0101 / Misc Refund 'Lemon Law'
 - 0102 / Misc Refund 'Vehicle Sales'
 - 0103 / Misc Refund 'Form 5663'
 - 0104 / Misc Refund 'Others'
 - Misc Credit posting: (No payment lot creation, use the API similar to FPE1 posting)
 - Document Type: - 'MC' – Misc refundable Credits. This is similar to RF but don't want use RF to avoid breaking Tax processing by any means.
 - Main Transaction for Refund – '4005' / Misc refundable credits. I think it is better if we keep clean from Tax processing one.
 - Sub Transactions



- Credit
 - 0100 / Misc Refund Credit 'Bad Debt'
 - 0101 / Misc Refund Credit 'Lemon Law'
 - 0102 / Misc Refund Credit 'Vehicle Sales'
 - 0103 / Misc Refund Credit 'Form 5663'
 - 0104 / Misc Refund Credit 'Others'
- Misc refund credit interest posting:
 - Document Type: - 'MR' – Misc refunds. This is like RF but don't want use RF to avoid breaking Tax processing by any means.
 - Main Transaction for Refund – '0040' / Misc refunds.
 - Sub Transactions
 - Refund request / credit
 - 0036 / Refund Cr Interest (Misc Refunds)

In Terms Revenue generating out of appropriate revenue fund, Misc Refunds at Main Transaction level and then Sub transaction by Refund type correspond to Tax tye/revenue debiting. For example, we have 3 refund types (Bad debt, Lemon Law, 5633) that are correspond to indirectly Sales as below. In future any new Misc refunds added, we expand by Subs and configure posting areas accordingly.

ACT ID	Main	Sub	G/L	Notes
30	Misc refund	Bad Debt - Sales	Sales Rev	Current Requirements
30	Misc refund	Lemon Law – Sales	Sales Rev	Current Requirements
30	Misc refund	5633 - Sales	Sales Rev	Current Requirements
30	Misc Refund	Misc refund – CIT	CIT Rev	In case we add a new refund type that gets out from CIT Rev

These postings under Contract Object is not meant to interfere with Tax processing.



D. Requirements to Solution Mapping

Req#	Requirements details	Map to Solution Process (Above in Appendix C)	High Level solution Design Description
1	The ability to send refunds to Register and previously Un-Registered individuals and businesses.	#2, 3, 4, 5 and 6	<ul style="list-style-type: none"> • A New contract object type to be defined in SAP without any FACT or obligation to allow a contract object to be created for this specific posting. • New set of accounting configuration to support these posting (Main and subs, G/Ls and posting areas configuration). Various sub type of refunds may be identified using Sub transaction. • A new Refund form with necessary business rules to support taking User’s input, validate and posts Refunds requests (refund and credit interest) and equivalent credit using Billing & Invoicing. • A UWL / Workflow to assist with the approval process based on threshold limit like existing Refund approval. • Adjust existing process to issue refunds and interact with SIGMA. Existing process will be utilized to post Refund Recoup using the INT 31 in case a refund is cancelled in SIGMA.



			<ul style="list-style-type: none"> Update existing refund reports to assist on reporting Misc refunds along with processing status.
2	The creation of a new Contract Object(s) for these refunds which would allow the registration of accounts not previously registered and the accounting for these refunds to be established, without creating Sales or Use Tax obligations	Same as above	Same as above
3	The ability to send refunds that are not tax period specific	#2	<ul style="list-style-type: none"> Period Key: - As this is a required field in SAP and these Misc refunds are not Tax specific, I am suggesting using Annual period key for all refunds posted in a calendar year. For example, Misc refund posted in 2021, will use 21A, 22A for 2022 postings. Filing period: - Use System date on the date it posts in system. Recon Key: - Use the one, like what used by FPE1
4	To capture as much detail as possible regarding the person receiving the refund as well as the associated taxpayer	#2	<ul style="list-style-type: none"> The proposed Refund form (form bundle) will capture all data.
5	The ability to allow the system to calculate interest based on dates other than the current date	#2	<ul style="list-style-type: none"> The proposed Refund form in SAP portal will provide an option to the User asking if refund credit interest applicable or not and from what date, based on the same, refund credit



			interest will be calculated using the rate defined in system.
6	The ability to manually override the interest calculation and input a separate amount	#2	<ul style="list-style-type: none"> The proposed Refund form in SAP portal will provide will calculate the Refund credit interest based on above and will provide an option to override (Accept system calculation or force user input). Accordingly, System will post the refund credit interest
7	The ability to manually post and refund Miscellaneous Interest for scenarios where additional interest is required for refunds previously paid	#2	<ul style="list-style-type: none"> The proposed Refund form in SAP portal will provide an option to issue only Refund credit interest, however in this case, the User needs to provide the refund credit interest amount as the System will not have the ability to auto calculate interest without base refund amount.
8	Refunds generated through this process should still be subject to offsets if there is a registered business or individual identification number	#5	<ul style="list-style-type: none"> This is handled outside of SAP. SIGMA will offset Refunds with other outstanding dues like the current offset process within SIGMA
9	Store refund information, including who the refund was paid to, the amount, and where the tax was originally paid to the State of Michigan	#2	<ul style="list-style-type: none"> The proposed Refund form in SAP portal will capture all details
10	Refunds generated using this method may need to include the option to issue to multiple Payees	#2, 3, 4, 5 and 6	<ul style="list-style-type: none"> The proposed Refund form in SAP portal will provide an option to override refund address (other than the legal address) where User entering the transaction has ability to enter multiple names if there is any,



that needs to be printed in check. This will use an existing refund address override functionality in SAP with certain adjustment. The SAP Table 'ZREF_ADD_CHANGE' captures the refund address and is integrated with FPY1/Payment run process.

Name	TEST_REFUND
House Number	7285
Street	Parsons Dr 0000006233
City	Diamondale
Region	MI
Postal Code	48821
Country	US



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **52**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 01/16/2024, The following 2 amendments to Change Notice 50 are hereby incorporated into the contract:

Amendment 2: This Change Request is to update scope to enable MTO - SSN Masking/Encryption as per CR010389 to align with 24.4 release. The total cost of this amendment is \$68,666.40.

Amendment 3: This Change Request is to update scope for new City of Manchester ESA changes as per CR010498 to align with 24.4 release. The total cost of this amendment is \$39,940.00.

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, and DTMB

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

AMENDMENT 2
to
CONTRACT CHANGE NOTICE #50

For
STATEMENT OF WORK 010-2023
For
LG-094 ESA 2024 Year End

This Amendment #2 ("AMD") to Contract Change Notice #50 dated October 27, 2023, (mutual signature date) reflects changes to Statement of Work 010-2023 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 010-2023 identified herein as follows:

AMD #:	002
ACN Project Manager:	Naren Turimella
Statement of Work Name:	LG-094 ESA 2024 Year End

Describe the Change(s): This Change Request is to update scope and increase Fees by \$68,666.40 to enable MTO - SSN Masking/Encryption as per CR010389 to align with 24.4 release.

1. **SOW Section I, Services Scope ("Services")** is updated as below.

2.4 MTO - SSN Masking/Encryption

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy MTO - SSN masking, encryption, and decryption as per the requirements below. Please refer to Appendix **Section A** for the list of **RICEFWT Inventory**. Also, please refer to Appendix **Section B** for **Process Map** – Additional Screen captures for the MTO - SSN Masking/Encryption Requirements.

2.4.1 Application – MTO and MTO<->ECC

2.4.1.1 Business Function – 'Manage My Business':

- The Manage Business Registration Tile, Add Owners, Officers, Partners screen must be updated to mask SSN. The SSN must be masked while entering or displaying. Only last 4 digit to be displayed, for example, '***-**-1234'.
- While exchanging the information between MTO and ECC, the SSN must be encrypted and decrypted. The Encryption methodology 'AES encryption 256' that is used for PAA application is recommended to be used or a new one as acceptable and agreeable by TRB Team.

2.4.1.2 Business Function – FTE (Flow-throw entity) Tax Filing:

- While filing the return (original or amendment) either through Fast File or using the Tile, SSN must be masked while entering or displaying. Only last 4 digit to be displayed, for example, '***-**-1234'.
- While printing Tax return either using 'Print draft' functionality or 'View and Print' functionality, the SSN must be masked, for example, for example, '***-**-1234'.
- While exchanging the information between MTO and ECC and Vice-versa, the SSN to be encrypted and decrypted. The Encryption methodology 'AES encryption 256' that is used for PAA application is recommended to be used or a new one as acceptable and agreeable by TRB Team.

2.4.2 Application – ECC

2.4.2.1 Business Function – FTE (Flow-throw entity) Tax Filing:

- The SSN must be masked on the letter / pdf when the Tax return is printed using the function SAP Portal -> Access Form Bundle -> On Form bundle Portal view-> You Can also ->View/Print E-file Return.

2. SOW Section I, Out of Scope is updated as below.

- **Application – MTO and MTO<->ECC - Letters (Out of scope) for MTO - SSN Masking/Encryption:** Below is the list of letters that Taxpayers have access to in MTO to view, have been verified that they don't print or display any SSN information.

Letter Number	Description
5077	MTO Access Code Correspondence
5078	General Message letter Correspondence
164	Sales Tax License Correspondence
394	Use Tax Certificate Correspondence
4977	MTO Manage Business Access Letter
5695	Summary Information Letter
5693	Rejection Letter
5802	FTE Filing Extension Approval
5806	FTE Filing Extension Denial
5801	FTE Additional Information
5799	FTE Notice of Additional Tax Due
5800	FTE Annual Notice of Refund Adjustment

- **Application – MTO and MTO<->ECC - Business Function – FTE (Flow-throw entity) Tax Filing Masking Inside Excel Upload (Out of scope)**

Taxpayers can use the excel upload feature to upload the Members information (5774, Part 2), However the excel template will not be masked while Taxpayer entered the data into the excel in their local PC. However, once they upload and MTO displays those data in readable format in screen, the SSN information will be masked which is already in scope.

- **Application – MTO and MTO<->ECC Business Function – PAA (Partnership Audit Adjustment) Tax Filing:** Out of Scope as it is being implemented as part of TP-499 Project (23.12 release).

- **Application – ECC->IIT Mainframe – Business Function – FTE (Flow-throw entity) data sharing with IIT Mainframe (Out of scope)**: Not Required as per the Security recommendation since the data still resides within the internal network.
- **Application – ECC - Business Function – FTE (Flow-throw entity) Tax Filing - Display Tax return and other Navigation (Out of Scope from Application Development)**: The SSN information is being masked when CSRs view the Tax return information using the security masking feature that is managed by the Treasury Security team. This already exists for DETI and will be extended to FTE tax by the Treasury Security Team. *Application development is not required.*

3. **SOW Section I, High Level Milestones**, is updated to add the Paymentus enablement and support milestones below.

Below are the estimated milestones for MTO - SSN Masking/Encryption effort to align with 24.4 release:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS AND FUNCTIONAL DESIGN	1/16/2024	1/31/2024
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/16/2024	2/29/2024
3. SYSTEM INTEGRATION TESTING	3/1/2024	3/28/2024
4. USER ACCEPTANCE TESTING	3/14/2024	4/3/2024
5. CUTOVER	4/4/2024	4/9/2024
6. GO LIVE	4/10/2024	4/10/2024

4. **SOW Section II, Payment Terms and Conditions, "Professional Fees"** is updated as follows:

- A. The following table is deleted in its entirety, which includes **LG-094 ESA 2024 Year End and Paymentus**:

Description	Estimated Duration	Planned Resource Location*	Price
LG-094 ESA 2024 Year End	Nov 2023 – April 2024	Offshore – 4 Onshore – 1	\$111,909.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

- B. The following table is added to this section by increasing Fees by **\$68,666.40** to enable MTO - SSN Masking/Encryption as per **CR010389** to align with 24.4 release in addition to LG-094 ESA 2024 Year End and Paymentus.

Description	Estimated Duration	Planned Resource Location*	Price
LG-094 ESA 2024 Year End, Paymentus and MTO – SSN Masking/Encryption	Nov 2023 – April 2024	Offshore – 6 Onshore – 2	\$180,575.40

* The number of resources will fluctuate up or down based on the milestones being worked on.

4. SOW Section II, Payment Terms and Conditions, " Payment Structure" is updated as follows:

- A. The following table is deleted in its entirety which includes **LG-094 ESA 2024 Year End and Paymentus:**

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – December 2023	1/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – Initiation, ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – January 2024	2/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$24,079.60
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – February 2024	3/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – March 2024	4/1/2024	\$10,342.00
LG-094 ESA 2024 Year End - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus CUTOVER AND GO LIVE	5/1/2024	\$10,342.00
	Total	\$111,909.00

- B. The following table is added to this section by increasing Fees by **\$68,666.40** to enable MTO - SSN Masking/Encryption as per **CR010389** to align with 24.4 release.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – December 2023	1/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – Initiation, ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – January 2024	2/1/2024	\$10,342.00

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 ESA 2024 Year End – SSN Masking/Encryption - ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$20,599.92
LG-094 ESA 2024 Year End – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$24,079.60
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – February 2024	3/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$20,599.92
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – March 2024	4/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - SIT and UAT Support	4/1/2024	\$20,599.92
LG-094 ESA 2024 Year End - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus CUTOVER AND GO LIVE	5/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - CUTOVER AND GO LIVE	5/1/2024	\$6,866.64
Total		\$180,575.40

5. SOW Section III, Appendix is added as follows:

A. RICEFWT Inventory for MTO - SSN Masking/Encryption:

Below are the primary discoverable work units, and any change to the RICEFWT ID will be updated to the project tracker during the execution following the applicable project management processes.

SL#	Process Area	Program Type	Description	New/Modify	Complexity of change
1	01 - Registration	09 - MTO Integration	TC25 W05 MTO Registration process– Add Owners, Officers, Partners flow	Modify	Medium
2	02 - Returns processing	09 - MTO Integration	TC25 W19_003 MTO FTE File & Pay Options - SSN Masking & Encryption	Modify	Complex
3	02 - Returns processing	09 - MTO Integration	TC25 W19_003 MTO FTE File & Pay Options-Print Draft and Print Filed Returns - SSN Masking and Encryption	Modify	Complex
4	02 - Returns processing	09 - MTO Integration	TC25 W18 MTO FTE Fast File and Print Draft - SSN Masking & Encryption	Modify	Complex

B. Process Map – Additional Screen captures for the MTO - SSN Masking/Encryption Requirements.

The process map shows the various process where SSN entry and display should be masked.

Business Details Screens:

1. MTO-Manage Business Registration:

MTO->Manage Business Registration->Select Business Card->Manage My Business->Owners, Officers & Partners->ADD OWNER, OFFICER, OR PARTNER

Screen Name-Owners, Officers and/or Partners

Section- New Owner, Officer or Partner

Input-Not masked.

Owners, Officers and/or Partners
View, edit, or add an owner, officer or partner of this business. Changes are not saved until you click "SUBMIT".
The only information that is editable on this document at this time is the Title field.

New Owner, Officer, or Partner

* Required

Type (based on the business ownership type)
Officer

* First Name
Anna

Middle Name
Middle

* Last Name
Annason

* Title
Owner

* Effective Date
10/24/2023

* Date of Birth ⓘ
01/25/2019

* Social Security Number
200 11 1254

Registration Actions

- Manage My Business
- Business Addresses
- Business Details
- Discontinue My Business
- Owners, Officers & Partners**
- Registered Taxes
- Upload Documentation
- Account Access & History
- Letters and Licenses

Review/Edit-Masked

Owners, Officers and/or Partners
View, edit, or add an owner, officer or partner of this business. Changes are not saved until you click "SUBMIT".
The only information that is editable on this document at this time is the Title field.

Edit Owner, Officer, or Partner

* Required

Type (based on the business ownership type)
Officer

* First Name
Anna

Middle Name
Middle

* Last Name
Annason

* Title
Owner

* Effective Date
10/24/2023

* Date of Birth ⓘ
01/25/2019

* Social Security Number
*** ** 1254

Registration Actions

- Manage My Business
- Business Addresses
- Business Details
- Discontinue My Business
- Owners, Officers & Partners**
- Registered Taxes
- Upload Documentation
- Account Access & History
- Letters and Licenses

2. FTE Schedule 5774, Part 2:

MTO Direct Entry and Amending

MTO->Flow Through Entity (FTE) Tax->Select Business Card->File and Pay Options->File/Pay/Amend a Tax Return->File->Line 27, select Member Information FTE (Schedule 5774-Part 2) hyperlink.

Screen Name-YYYY Member Information for a Flow-Through Entity Schedule

Section- Schedule 5774-Part 2: Individuals, Fiduciaries and Other flow-Through Entities and Individual Members by Social Security Number (SSN)

Michigan Treasury Online

September Fund - 202212143

2021 Member Information for a Flow-Through Entity Schedule

Issued under authority of Public Act 135 of 2021.
Schedule 5774 part 1 and/or part 2 is required when filing your Flow Through Entity Annual Return.

Schedule 5774 - PART 2: INDIVIDUALS, FIDUCIARIES AND OTHER FLOW-THROUGH ENTITIES

Complete columns for all members that are individuals, fiduciaries and other flow-through entities.
Total MI share of reporting members that are individuals, fiduciaries and other flow-through entities should match the total provided for all members in the below table for Michigan Share of Income
Direct and indirect members may be listed on the 5774 part 2 schedule below.

*** Upload File (For reference you must use the following format)**

No Excel Selected

SELECT MEMBER LIST UPLOAD

File Name	Size	Actions
There are no files in for upload.		

Or Enter Lines Manually

* Name

* Share of income * Michigan Share of Income * Share of Flow-Through Entity Tax Eligible for Credit

\$ \$ \$

SAVE RESET

Total MI share of reporting members that are individuals, fiduciaries and other flow-through entities **\$100**

Total of FTE tax eligible for credit **\$4**

As filed in 5772: **\$100** As entered in 5774: \$ 100

Total of FTE tax eligible for credit: **\$4** As entered in 5774: \$ 4

Business Members by Federal Identification Number (FEIN)

Show 10 entries Search: DELETE ALL EXPORT TO EXCEL

Name	FEIN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
No data available in table					

Showing 0 to 0 of 0 entries Previous Next

Individual Members by Social Security Number (SSN)

Show 10 entries Search:

Name	SSN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
kelly belly	151-15-1315	100	100	4	EDIT DELETE

Showing 1 to 1 of 1 entries Previous 1 Next

SAVE TO THE RETURN CANCEL

MTO Excel File Upload

MTO->Flow Through Entity (FTE) Tax->Select Business Card->File and Pay Options->File/Pay/Amend a Tax Return->File->Line 27, select Member Information FTE (Schedule 5774-Part 2) hyperlink.
Screen Name-YYYY Member Information for a Flow-Through Entity Schedule
Section- Schedule 5774-Part 2: Individuals, Fiduciaries and Other flow-Through Entities and Individual Members by Social Security Number (SSN)

	A	B	C	D	E	F
	Name *	SSN *	FEIN *	Share of Income *	Michigan Share of Income *	Share of Flow-Through Entity Tax Eligible for Credit *
2	Example Individual	111-11-1111		\$ 100	\$ 100	100
3	Example Business		11-1111111	\$ 100	\$ 100	100
4	kelly belly	151-15-1315		\$ 100	\$ 100	100
5	Kary Bery	511-51-1151				

Michigan Treasury Online - Work - Microsoft Edge
<https://mllogintpqa.michigan.gov/mtosigma2/michigan/#/file/5774part2>

Total MI share of reporting members that are individuals, fiduciaries and other flow-through entities ⓘ As filed in 5772: \$ 100

Total of FTE tax eligible for credit ⓘ As entered in 5774: \$ 100

Business Members by Federal Identification Number (FEIN)

Show 10 entries Search:

Name	FEIN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
No data available in table					

Showing 0 to 0 of 0 entries Previous Next

Individual Members by Social Security Number (SSN)

Show 10 entries Search:

Name	SSN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
kelly belly	151-15-1315	100	100	100	<input type="button" value="EDIT"/> <input type="button" value="DELETE"/>
Kary Bery	511-51-1151	0	0	0	<input type="button" value="EDIT"/> <input type="button" value="DELETE"/>

Showing 1 to 2 of 2 entries Previous **1** Next

MTO Print Draft

MTO->Flow Through Entity (FTE) Tax->Select Business Card->File and Pay Options->File/Pay/Amend a Tax Return->Print Draft

23. Michigan-sourced income from non-electing flow-through entities (Schedule 5773) \$ 3 \$ 3

24. Total Business Income Tax Base \$ 100 \$ 100

25. Tax Base Adjustment, Business income tax base allocable to direct members subject to tax under CIT (Schedule 5774 - Part 1) \$ \$

26. Income subject to tax \$ 100 \$ 100

27. Total Tax Liability \$ 4 \$ 4
Member Information FTE (Schedule 5774 - Part 2)

Payments, Penalties, Tax D

28. Estimated Tax payments

29. Tax paid with request for

30. Payment Total

31. Tax Due 4

32. Annual Return Penalty Cal

33. Annual Return Interest Cal

34. Payment Due 4

35. Overpayment & Refund 0

* Reason code for amending return Decreasing tax liability

SUBMIT CANCEL X PRINT DRAFT

Print Form

Continue
Select "Continue" to open a printable version of this form.

CANCEL X CONTINUE

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Work SAP Processing - W19 - All Doc... MLogin - Launch Service 02935A09D0561EEESC9E803AD377285

https://mlgintpqa.michigan.gov/mlftr/rest/readPrintReturnData/02935A09D0561EEESC9E803AD377285

Michigan Department of Treasury
9774 (Rev. 01-22)

2021 Schedule for Reporting Member Information for a Flow-Through Entity
Issued under authority of Public Act 135 of 2021.

Employer Name September Fund Federal Employer Identification Number (FEIN) 20-2212143

PART 1: CORPORATIONS, INSURANCE COMPANIES, AND FINANCIAL INSTITUTIONS
Complete Columns A through D for all members that are corporations, insurance companies, and financial institutions.

A.	B.	C.	D.
Name	FEIN	Share of Income	Michigan Share of Income
			0.00

Carry total of share of income for all members in Column D to Form 6772, line 25.

PART 2: INDIVIDUALS, FIDUCIARIES, AND OTHER FLOW-THROUGH ENTITIES
Complete Columns E through I for all members that are individuals, fiduciaries, and other flow-through entities.

E.	F.	G.	H.	I.
Name	SSN/FEIN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax (Stipule for Credit)
kelly belly	151-15-1315	100.00	100.00	4.00
Total for all members in Column H and in Column I			100.00	4.00

2:31 PM 10/25/2023

MTO View and Print

MTO->Flow Through Entity (FTE) Tax->Select Business Card->File and Pay Options->File/Pay/Amend a Tax Return->View and Print

Michigan Treasury Online

September Fund - 202212143

View and Print Filed Returns

Displayed are all FTE returns received by Treasury for this business. Click a return confirmation number to view and/or print a return copy.

Returns Filed

Tax Year: ALL

Tax Type	Period	Date Received	Confirmation #	Channel
FTE	Annual - 2021	October 25, 2023	800000004833	MTO-Regular
FTE	Annual - 2021	December 16, 2022	View and Print	MTO-Regular

FTE Actions

- [File & Pay Options](#)
- [File/Pay/Amend a Tax Return](#)
- [View and Print Filed Returns](#)
- [Other Payment Options](#)
- [Correspondence](#)

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MTO->Fast File->Enter FEIN and Tax Type->Enter Return Type, Tax Year and Tax Period-> Line 27, select Member Information FTE (Schedule 5774-Part 2) hyperlink.

Screen Name-YYYY Member Information for a Flow-Through Entity Schedule

Section- Schedule 5774-Part 2: Individuals, Fiduciaries and Other flow-Through Entities and Individual Members by Social Security Number (SSN)

Direct Entry:

2021 Member Information for a Flow-Through Entity Schedule

Issued under authority of Public Act 135 of 2021.
Schedule 5774 part 1 and/or part 2 is required when filing your Flow Through Entity Annual Return.

Schedule 5774 - PART 2: INDIVIDUALS, FIDUCIARIES AND OTHER FLOW-THROUGH ENTITIES

Complete columns for all members that are individuals, fiduciaries and other flow-through entities.
Total MI share of reporting members that are individuals, fiduciaries and other flow-through entities should match the total provided for all members in the below table for Michigan Share of Income
Direct and indirect members may be listed on the 5774 part 2 schedule below.

*** Upload File (For reference you must use the following format)**

No Excel Selected

[SELECT MEMBER LIST](#) [UPLOAD](#)

File Name	Size	Actions
There are no files in for upload.		

Or Enter Lines Manually

* Name [i](#) * SSN [i](#)

Brad Bradson 208-88-8888

After Saving:

Business Members by Federal Identification Number (FEIN)

Show 10 entries Search: [DELETE ALL](#) [EXPORT TO EXCEL](#)

Name	FEIN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
No data available in table					

Showing 0 to 0 of 0 entries Previous Next

Individual Members by Social Security Number (SSN)

Show 10 entries Search:

Name	SSN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
Brad Bradson	208-88-8888	100	100	4	EDIT DELETE

Showing 1 to 1 of 1 entries Previous 1 Next

[SAVE TO THE RETURN](#) [CANCEL](#)

Excel File Upload

	A	B	C	D	E	F
	Name *	SSN *	FEIN *	Share of Income *	Michigan Share of Income *	Share of Flow-Through Entity Tax Eligible for Credit *
2	Example Individual	111-11-1111		\$ 100	\$ 100	100
3	Example Business		11-1111111	\$ 100	\$ 100	100
4	Chris Chrison	848-48-4848		\$ 100	\$ 100	100
5						
6						
7						
8						
9						
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26						
27						

Instructions **Members Data**

Business Members by Federal Identification Number (FEIN)

Show 10 entries Search: [DELETE ALL](#) [EXPORT TO EXCEL](#)

Name	FEIN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
No data available in table					

Showing 0 to 0 of 0 entries Previous Next


Individual Members by Social Security Number (SSN)

Show 10 entries Search:

Name	SSN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
Chris Chrison	848-48-4848	100	100	100	EDIT DELETE

Showing 1 to 1 of 1 entries Previous 1 Next

[SAVE TO THE RETURN](#) [CANCEL](#)

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Save to the Return then come back to hyperlink

Name	FEIN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
No data available in table					

Showing 0 to 0 of 0 entries Previous Next


Individual Members by Social Security Number (SSN)

Show 10 entries Search:

Name	SSN	Share of Income	Michigan Share of Income	Share of Flow-Through Entity Tax Eligible for Credit	Actions
Chris Chrison	848-48-4848	100	100	100	EDIT DELETE

Showing 1 to 1 of 1 entries Previous **1** Next

[SAVE TO THE RETURN](#) [CANCEL X](#)


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Change Notice Schedule Impact (from/to): None

Fee Impact: This Change Request is to update scope and increase Fees by \$68,666.40 to enable MTO - SSN Masking/Encryption as per CR010389 to align with 24.4 release.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").

AMENDMENT 3
to
CONTRACT CHANGE NOTICE #50

For

STATEMENT OF WORK 010-2023
For
LG-094 ESA 2024 Year End

This Amendment #3 ("AMD") to Contract Change Notice #50 dated October 27, 2023, (mutual signature date) reflects changes to Statement of Work 010-2023 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 010-2023 identified herein as follows:

AMD #:	003
ACN Project Manager:	Naren Turimella
Statement of Work Name:	LG-094 ESA 2024 Year End

Describe the Change(s): This Change Request is to update scope and increase Fees by **\$30,940** for new City of Manchester ESA changes as per **CR010498** to align with 24.4 release.

1. SOW Section I, Services Scope ("Services") is updated as below.

2.5 new City of Manchester ESA requirements

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy new City of Manchester ESA changes as per the requirements below. Please refer to Appendix **Section C** for the list of **RICEFWT Inventory**. Also, please refer to Appendix **Section D** for **Process Map**.

2.5.1 Application – MTO and MTO<->ECC

2.5.1.1 Business Function – TC25 W11 - Essential Services Assessment (ESA):

- Add a validity column in table ZESA_REVSHARE to indicate the period for which each of the entries are valid from.
- Add a new entry for CITY OF MANCHESTER (812019) starting from 2024 and end-date the end-date the VILLAGE OF MANCHESTER (813030) at the end of 2023.
- Add/Modify parcel from MTO should read cities and villages according to the validity column from table ZESA_REVSHARE.
- Add validation to the Upload Parcel from Excel to verify that cities and villages are according to the validity on table ZESA_REVSHARE.
- Make sure letters would correctly display Manchester as a city starting from 2024.
- Make sure that Manchester gets saved correctly as a city in the Formbundle starting with 2024.

2.5.2 Application – ECC

2.5.2.1 Business Function – INT26 - Assessor Affidavit File Upload:

- Add validation for incoming files to validate that Manchester is being reported as a city of Washtenaw County.

2.5.2.2 Business Function – TI06 336 - Parcel Copy to Current Year:

- Add a rule to change copied parcels from 2023 to 2024 to have Manchester as a city instead of a village.

2. **SOW Section I, High Level Milestones**, is updated to add new City of Manchester ESA changes milestones below.

Below are the estimated milestones for new City of Manchester ESA effort to align with 24.4 release:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS AND FUNCTIONAL DESIGN	1/16/2024	1/31/2024
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/16/2024	2/29/2024
3. SYSTEM INTEGRATION TESTING	3/1/2024	3/28/2024
4. USER ACCEPTANCE TESTING	3/14/2024	4/3/2024
5. CUTOVER	4/4/2024	4/9/2024
6. GO LIVE	4/10/2024	4/10/2024

3. **SOW Section II, Payment Terms and Conditions,** " Professional Fees" is updated as follows:

- A. The following table is deleted in its entirety, which includes **LG-094 ESA 2024 Year End, Paymentus and MTO- SSN Masking/Encryption:**

Description	Estimated Duration	Planned Resource Location*	Price
LG-094 ESA 2024 Year End, Paymentus and MTO – SSN Masking/Encryption	Nov 2023 – April 2024	Offshore – 6 Onshore – 2	\$180,575.40

* The number of resources will fluctuate up or down based on the milestones being worked on.

- B. The following table is added to this section by increasing Fees by \$30,940 for new City of Manchester ESA changes as per CR010498 to align with 24.4 release, in addition to LG-094 ESA 2024 Year End, Paymentus & MTO – SSN Masking/Encryption.

Description	Estimated Duration	Planned Resource Location*	Price
LG-094 ESA 2024 Year End, Paymentus, MTO – SSN Masking/Encryption, and city of Manchester ESA changes	Nov 2023 – April 2024	Offshore – 8 Onshore – 2	\$211,515.40

* The number of resources will fluctuate up or down based on the milestones being worked on.

4. SOW Section II, Payment Terms and Conditions, " Payment Structure" is updated as follows:

- A. The following table is deleted in its entirety which includes **LG-094 ESA 2024 Year End, Paymentus and MTO- SSN Masking/Encryption:**

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – December 2023	1/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – Initiation, ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – January 2024	2/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$20,599.92
LG-094 ESA 2024 Year End – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$24,079.60
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – February 2024	3/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$20,599.92
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – March 2024	4/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - SIT and UAT Support	4/1/2024	\$20,599.92
LG-094 ESA 2024 Year End - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus CUTOVER AND GO LIVE	5/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - CUTOVER AND GO LIVE	5/1/2024	\$6,866.64
	Total	\$180,575.40

- B. The following table is added to this section by increasing Fees by **\$30,940** for new City of Manchester ESA changes as per **CR010498** to align with 24.4 release.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – December 2023 - CR010388	1/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – Initiation, ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – January 2024 - CR010388	2/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - ANALYSIS, FUNCTIONAL DESIGN - CR010389	2/1/2024	\$20,599.92
LG-094 ESA 2024 Year End – City of Manchester changes ANALYSIS, FUNCTIONAL DESIGN - CR010498	2/1/2024	\$15,470.00
LG-094 ESA 2024 Year End – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$24,079.60
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – February 2024 - CR010388	3/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR010389	3/1/2024	\$20,599.92
LG-094 ESA 2024 Year End – City of Manchester changes – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR010498	3/1/2024	\$15,470.00
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – March 2024 - CR010388	4/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - SIT and UAT Support - CR010389	4/1/2024	\$20,599.92
LG-094 ESA 2024 Year End - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus CUTOVER AND GO LIVE - CR010388	5/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – SSN Masking/Encryption - CUTOVER AND GO LIVE - CR010389	5/1/2024	\$6,866.64
	Total	\$211,515.40

5. SOW Section III, Appendix is updated as follows:

C. RICEFWT Inventory for new City of Manchester ESA changes:

Below are the primary discoverable work units, and any change to the RICEFWT ID will be updated to the project tracker during the execution following the applicable project management processes.

SL#	Process Area	Program Type	Description	New/Modify	Complexity of change
1	02 - Returns processing	02 - Interface	Assessor Affidavit File	Modify	Simple
2	02 - Returns processing	09 - MTO Integration	TC25 W11 Essential Services Assessment (ESA)	Modify	Simple

SL#	Process Area	Program Type	Description	New/Modify	Complexity of change
3	02 - Returns processing	04 - Enhancement	T106 336 Parcel Copy to Current Year	Modify	Simple

D. Process Map – Additional Screen captures for the new City of Manchester ESA Requirements.

1. MTO and MTO<->ECC

1.1 Add validity date and a new entry for CITY OF MANCHESTER (812019) to table ZESA_REVSHARE.

Table: ZESA_REVSHARE
 Displayed Fields: 5 of 5 Fixed Columns: 3 List Width 0250

MANDT	REVSHARE	COUNTY	LOCAL_UNIT	TYPE
170	811020	WASHTENAW	AUGUSTA TOWNSHIP	TWP
170	811030	WASHTENAW	BRIDGEWATER TOWNSHIP	TWP
170	811040	WASHTENAW	DEXTER TOWNSHIP	TWP
170	811050	WASHTENAW	FREEDOM TOWNSHIP	TWP
170	811060	WASHTENAW	LIMA TOWNSHIP	TWP
170	811070	WASHTENAW	LODI TOWNSHIP	TWP
170	811080	WASHTENAW	LYNDON TOWNSHIP	TWP
170	811090	WASHTENAW	MANCHESTER TOWNSHIP	TWP
170	811100	WASHTENAW	NORTHFIELD TOWNSHIP	TWP
170	811110	WASHTENAW	PITTSFIELD TOWNSHIP	TWP
170	811120	WASHTENAW	SALEM TOWNSHIP	TWP
170	811130	WASHTENAW	SALINE TOWNSHIP	TWP
170	811140	WASHTENAW	SCIO TOWNSHIP	TWP
170	811150	WASHTENAW	SHARON TOWNSHIP	TWP
170	811160	WASHTENAW	SUPERIOR TOWNSHIP	TWP
170	811170	WASHTENAW	SYLVAN TOWNSHIP	TWP
170	811180	WASHTENAW	WEBSTER TOWNSHIP	TWP
170	811190	WASHTENAW	YORK TOWNSHIP	TWP
170	811200	WASHTENAW	YPSILANTI TOWNSHIP	TWP
170	812010	WASHTENAW	CITY OF ANN ARBOR	CITY
170	812015	WASHTENAW	CITY OF CHELSEA	CITY
170	812017	WASHTENAW	CITY OF DEXTER	CITY
170	812020	WASHTENAW	CITY OF MILAN	CITY
170	812030	WASHTENAW	CITY OF SALINE	CITY
170	812040	WASHTENAW	CITY OF YPSILANTI	CITY
170	813005	WASHTENAW	VILLAGE OF BARTON HILLS	VLG
170	813030	WASHTENAW	VILLAGE OF MANCHESTER	VLG

1.2 Add/Modify parcel should read cities and villages according to the validity column from table ZESA_REVSHARE.

Basic Parcel Information

* Required

* County: WASHTENAW

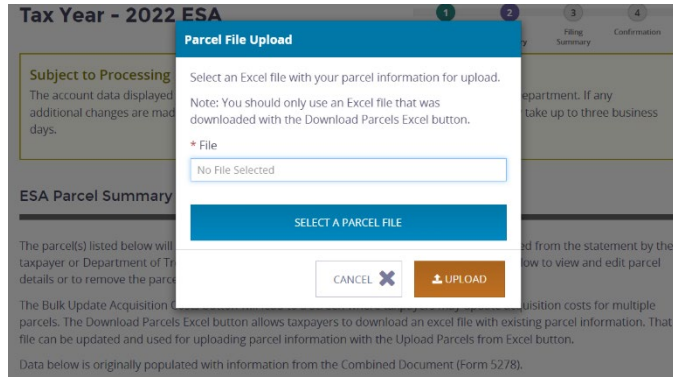
* Local Unit Type: VILLAGE

* Local Unit: -Select-
 -Select-
 VILLAGE OF BARTON HILLS
 VILLAGE OF MANCHESTER

* Parcel Number: B-2Bf-X34V

Parcel Correction:

1.3 Add validation to Upload Parcel.



1.4 Verify cities and villages are displayed correctly on the letters.

PART 5: PARCEL INFORMATION			
The information below must be provided for each parcel included in this return. The ESA liability for each parcel is calculated on the following pages.			
<input type="checkbox"/> Check if there is zero acquisition cost reported in Part 3, Section B, of Form 5278 and on line 17a, Columns a-K, of this form.			
<input type="checkbox"/> Check if the personal property reported on this form includes leased personal property for which the election of lessee report is being filed. The taxpayer must have completed the <i>Election of Lessee Report of Eligible Manufacturing Personal Property (Form 5467)</i> and included it with the <i>Eligible Manufacturing Personal Property Tax Exemption Claim and Report of Fair Market Value of Qualified New and Previously Existing Personal Property (Combined Document) (Form 5278)</i> when filed with the local tax collecting unit.			
1. County	2. City	3a. Township	3b. Village
BENZIE			VILLAGE OF LAKE ANN
4. Revenue Sharing Code	5a. Parcel Number	5b. Parcel Number Correction	
103050	C-2Bf-X34V		
6a. Reason Code for Line 17a Being	6b. Description		
Zero			
7. Name of Person in Charge of Records		8. Telephone Number	
ARIEL		(517) 636-6301	
9. Record Location (Street Address, City, State, ZIP Code)			
128 E RIVER ST			
10. Personal Property Location: Street Address		City	State ZIP Code
128 E RIVER ST		GRAND LEDGE	MI 48837
11. List all real property parcel numbers where the personal property reported on this form is located.			

1.5 Make sure parcels are saved correctly in the Formbundle.

2024 - 5328 Essential Services Assessment Annual Return

[Save Changes](#)

AFFIDAVIT(Original) FILED BY TAXPAYER

PART 5 : PARCEL INFORMATION

1A. Zero Acquisition Cost	<input type="text"/>	<input type="text"/>
1B. Leased Personal Property	<input type="text"/>	<input type="text"/>
1. County	EATON	<input type="text"/>
2. City	CITY OF GRAND LEDGE	<input type="text"/>
3a. Township	<input type="text"/>	<input type="text"/>
3b. Village	<input type="text"/>	<input type="text"/>
4. Revenue Sharing Code	232030	<input type="text"/>
5a. Parcel Number	FX2B00-0001	<input type="text"/>
5b. Parcel Number Correction	<input type="text"/>	<input type="text"/>
5c. Revenue Sharing Parcel Number	<input type="text"/>	<input type="text"/>
6a. Reason Code	<input type="text"/>	<input type="text"/>
6b. Reason Code Description	<input type="text"/>	<input type="text"/>
7. Person In charge	ARIEL	<input type="text"/>
8. Telephone Number	5176366301	<input type="text"/>
9. Record Location	128 E RIVER ST	<input type="text"/>
10. Personal Property Street	128 E RIVER ST	<input type="text"/>
10a. Property Location City	GRAND LEDGE	<input type="text"/>
10b. Property Location State	MI	<input type="text"/>

2.1 INT26 - Add validation for incoming files to validate that Manchester is being reported as a city.

City Occupant Name	Assumed Name	Contact Person Name	Email Address	Telephone Number	Mailing Street Number	Mailing Street Address	Mailing City	Mailing State	Mailing Zip	Mailing Country	Name Of Person In Charge	In	
Delivery	TEXT	CHRIS PAUL.M.COXON@GMAIL.COM	5176366301	1	SPORTS PARKWAY	Sacramento CA 95834	US ARIEL	5176366301	128 E RIVER ST 251	Com. Personal	103050 103050	2024	ALMIRA TOWNSHIP VILLAGE PATON 128 E
Delivery	TEXT	CHRIS PAUL.M.COXON@GMAIL.COM	5176366301	1	SPORTS PARKWAY	Sacramento CA 95834	US ARIEL	5176366301	128 E RIVER ST 251	Com. Personal	232030 232030	2024	CITY OF GRAND LEDGE CITY EATON 12

2.2 Add a rule to change copied parcels from 2023 to 2024 to have Manchester as a city instead of a village.

ESA 5278 Form Parcel Copy to Current Year

Program Edit Goto System Help

Selection Parameters

Target Tax Year: 2023

Source Tax Year: 2022

Tax Payer FEIN: [] to []

Parcel ID: [] to []

Simulation Mode

Summary Only

Email Selection

Email Address: []

Change Notice Schedule Impact (from/to): None

Fee Impact: This Change Request is to update scope and increase Fees by \$30,940 for new City of Manchester ESA changes as per CR010498 to align with 24.4 release.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



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

CONTRACT CHANGE NOTICE

Change Notice Number **51**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE	STATE	Program Manager	Various	TREA
	1001 Woodward Ave, Floor 4		Contract Administrator	Patrick Russell	DTMB
	Detroit, MI 48226			(517) 648-7767	
	Kathleen Cawley			russellp2@michigan.gov	
	859-248-1187				
	kathleen.cawley@accenture.com				
CV0062320					

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,394,324.86	\$0.00	\$53,394,324.86		

DESCRIPTION

Effective 11/29/2023, this contract has been amended as follows:

The attached SOW 010-2023 is hereby incorporated into this Contract to update the scope to enable Paymentus on MTO to align with 24.4 release. Total cost of this project is \$51,710.00. 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #50

For
STATEMENT OF WORK 010-2023
For
LG-094 ESA 2024 Year End

This Amendment #1 ("AMD") to Contract Change Notice #50 dated October 27, 2023, (mutual signature date) reflects changes to Statement of Work 010-2023 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 010-2023 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	LG-094 ESA 2024 Year End

Describe the Change(s): Paymentus is currently part of DWT-250 (Business Tax YE-23) with Production go-live of 12/8/2023 (23.12 Release). This Change Request is to update scope and increase Fees by \$51,710.00 to enable Paymentus on MTO as per CR010388 to align with 24.4 release.

1. **SOW Section I**, Services Scope ("Services") is updated as below.

2.3 Enable Paymentus and support Go Live

The scope will include switching the new payment process to "Paymentus" from "Pay connection" in MTO.

2. **SOW Section I**, High Level Milestones, is updated to add the Paymentus enablement and support milestones below.

Below are the estimated milestones for MTO Paymentus enablement and support to align with 24.4 release:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. MTO PAYMENTUS ENABLEMENT IN DEV AND QA	12/11/2023	12/14/2023
2. SYSTEM INTEGRATION TESTING	12/15/2023	03/28/2024
3. USER ACCEPTANCE TESTING	01/11/2024	04/03/2024

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
4. CUTOVER	04/04/2024	04/09/2024
5. GO LIVE	04/10/2024	04/10/2024

3. SOW Section I, Project Assumptions is updated as below.

xvi. Contractor assumes that Paymentus is enabled in Dev and QA for testing starting 12/11/2023 until 24.4 go-live.

xvii. Contractor assumes that development support is required from UI, Java, ECC and BA to enable Paymentus in MTO. As there is so much dependency with Paymentus application and their team, it is a challenge to estimate exact effort is needed starting 12/11/2023 until 24.4 release. Assuming no requirement changes anticipated (only SIT/UAT support and bug fixes), Contractor estimated a small bucket of effort from each of the areas – UI, JAVA, ECC and Onshore BA to support Paymentus implementation extension from 23.12 release to 24.4 release.

xviii. As Paymentus enablement in MTO will be tested through MD1/ED1->MQ1/EQ1 (other landscape is reserved for Hyper care after a major release of 23.12) starting 12/11/2023 in the same timelines for 24.1 and 24.3 may takes place, Contractor recommends moving any Paymentus changes within the release to avoid code contention and code holding issue with the option that Paymentus is NOT enabled in Production until 24.4.

4. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
LG-094 ESA 2024 Year End	Nov 2023 – April 2024	Offshore – 4 Onshore – 1	\$60,199.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

B. The following table is added to this section by increasing Fees by \$51,710.00 to enable Paymentus on MTO as per CR010388 to align with 24.4 release.

Description	Estimated Duration	Planned Resource Location*	Price
LG-094 ESA 2024 Year End	Nov 2023 – April 2024	Offshore – 4 Onshore – 1	\$111,909.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

4. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows:

A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 ESA 2024 Year End – Initiation, ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$24,079.60
LG-094 ESA 2024 Year End - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2024	\$18,059.70
	Total	\$60,199.00

B. The following table is added to this section by increasing Fees by \$51,710.00 to enable Paymentus on MTO as per CR010388 to align with 24.4 release.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – December 2023	1/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – Initiation, ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – January 2024	2/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$24,079.60
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – February 2024	3/1/2024	\$10,342.00
LG-094 ESA 2024 Year End – Paymentus SIT and UAT Support – March 2024	4/1/2024	\$10,342.00
LG-094 ESA 2024 Year End - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – Paymentus CUTOVER AND GO LIVE	5/1/2024	\$10,342.00
	Total	\$111,909.00

Change Notice Schedule Impact (from/to): Paymentus is currently part of DWT-250 (Business Tax YE-23) with Production go-live of 12/8/2023 (23.12 Release). This Change Request will move Paymentus enablement on MTO to 4/10/2024 (24.4 release) as per CR010388.

Fee Impact: This Change Request will increase Fees by \$51,710.00 to enable Paymentus on MTO as per CR010388.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **50**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
	Contract Administrator	Patrick Russell (517) 648-7767 russellp2@michigan.gov	DTMB

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,394,324.86	\$0.00	\$53,394,324.86

DESCRIPTION

Effective 10/23/2023, this contract has been amended as follows:

- The attached SOW 010-2023 is hereby incorporated into this Contract to plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment for LG-094 ESA 2024 Year End changes. Total cost of this project is \$60,199.00. No additional funding is needed at this time; Existing funds are adequate to support this change.
- The attached SOW 009-2023 is hereby incorporated into this Contract to upgrade the MTO applications to 16.x Angular version or the version available on the Analysis Start Date of the attached SOW. Total cost of this project is \$76,649.60. 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, and DTMB

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 010-2023

For

LG-094 ESA 2024 Year End

This Statement of Work 010-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about November 1st, 2023 ("Effective Date") and shall be completed on or about April 30th, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment for LG-094 ESA 2024 Year End changes below.

2.1 YE 2023 changes – Year end changes required for ESA to enable 2024 tax year filing.

PROPOSED CHANGE AT HIGH LEVEL:

Requirement Number	Category	Requirement	Priority	Comment
1.0	SAP	Update TBOR letter tables for new year (2024) Table Name: ZMBT_RP_MESS_LKP	High	Yearly Repetitive task
2.0	eFile	Maintain Efile business rules for 2023	High	Yearly Repetitive task
3.0	eFile	Move in the 2024 Efile Schema	High	Yearly Repetitive task
4.0	SAP	Obtain 5328 PDF from Forms & Document Services	High	Yearly Repetitive task
5.0	MTO & SAP	Update years in MTO payment and summary of account drop-down boxes	High	Yearly Repetitive task

1. Update TBOR letter tables for new tax year (2024)

The ‘ZMBT_RP_MESS_LKP’ table must be updated for Tax year 2024. All entries from 2023 must be copied and reinserted as 2024. The entries of Tax year 2023 will be remain as it is.

2. Maintain Efile business rules for 2023

Every year the Efile business rule has to be updated as part of year end changes for tax type ESA. Identify where this change must occur. Updating the rules will be taken care by Mark Jenkins. These changes are not from SAP side.

3. Move in the 2024 Efile Schema

Once Efile business rules are maintained for tax year 2023, move in the 2024 Efile schema. Again, these changes are not from SAP side.



4. Obtain 5328 PDF from Forms and Document Services

The current Adobe Form versions 'Z_FORM_5328_00007', 'Z_FORM_5328_HDR_PARCEL_00007', 'Z_FORM_5328_HEADER_00007' and 'Z_FORM_5328_PARCEL_00007' are used by ESA form for tax year 2023.

There will not be any changes for the Form processing logic. As new version of Adobe form 'Z_FORM_5328_00008', 'Z_FORM_5328_HDR_PARCEL_00008', 'Z_FORM_5328_HEADER_00008' and 'Z_FORM_5328_PARCEL_00008' are created to update the text changes for YE 2023.

The below text changes will be required in the Adobe Form 5328 to meet requirement of business as per the new guideline received from the DTMB Treasury for tax year 2024.

FORM 5328: Essential Services Assessment Annual Return

1. Page 1: Updated deadline dates in instructions at top of page to August 15, 2024, and April 15, 2024.
2. Page 1: Part 2: Updated deadline date in "A Late Payment Penalty" section to August 15, 2024.
3. Page 4: Updated instructions at top of the page: "... placed in service from the years 2021 through 2023. Years 2016 through 2019 are included in Part 5, Section 2, and years 2015 through 2012 and prior are included in Part 5, Section 3. The total for this parcel is listed at the end of Section 3.
4. Page 4: Updated "Year Placed in Service" to: A – 2023, B – 2022, C – 2021.
5. Page 5: Updated "Year Placed in Service" to: D – 2019, E – 2018, F – 2015, G – 2014.
6. Page 6: Updated "Year Placed in Service" to: H – 2013, I – 2013, J – 2012, K – 2012 and prior.

5. Update tax years in MTO payment and summary of account drop-down boxes

1. The dropdown options in the Summary of Account selection must reflect the correct years.
2. The dropdown options in the Make a Payment -> Annual/Audit Payment selection must reflect the correct years.

As part of year end 2021 (ITSM 8000001593), the drop values in MTO have been migrated and transitioned SAP backend via configurations to allow the better control on displaying year drop down values. The design document "TC25 W17 MTO FS year end MTO hide fields" can be referenced further for this.

This requirement requires changes in SAP ECC configuration.

2.2 8000002995 - MTO-ESA Error Codes.

ESA error codes having the wrong series of numbers will be updated to have the error messages in MTO that are appropriate for the ESA tax type. When error testing occurs, the correct error messages



are created and presented. Also, when the user receives an error message it will be appropriate for ESA Tax type.

3. **Warranty for Services.**

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. **Termination.**

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. **Out of Scope.**

- Application Development work other than SAP ECC and MTO.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

6. **Deliverables.**

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary



Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/1/2023	11/30/2023
2. ANALYSIS AND FUNCTIONAL DESIGN	12/1/2023	1/12/2024



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/8/2024	2/29/2024
4. SYSTEM INTEGRATION TESTING	3/1/2024	3/28/2024
5. USER ACCEPTANCE TESTING	3/14/2024	4/3/2024
6. CUTOVER	4/4/2024	4/9/2024
7. GO LIVE	4/10/2024	4/10/2024

8. **Work Location.**

Services against this SOW shall be performed offsite.

9. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.



The State	Contractor
<p>The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.</p>	<p>Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.</p>
<p>The State will provide Contractor personnel with licenses or access to the software (including 3rd party software) and tools reasonably required to perform the Services.</p>	
<p>The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.</p>	
<p>The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's</p>	



The State	Contractor
obligations under this SOW where required to do so on the State’s premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor’s performance of the Services described in this SOW and can invoke change control



processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that this SOW will be scheduled as part of April 2024 release. If the release is scheduled for a different release date, past the April 2024 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY24 Release schedule.
- xiii. For ATCI team members, VDI access (estimated up to 4 VDI) and Developer license key cost (estimated up to 1 license) will be added to the project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.



- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
LG-094 ESA 2024 Year End	Nov 2023 – April 2024	Offshore – 4 Onshore – 1	\$60,199.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 ESA 2024 Year End – Initiation, ANALYSIS, FUNCTIONAL DESIGN	2/1/2024	\$18,059.70
LG-094 ESA 2024 Year End – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$24,079.60
LG-094 ESA 2024 Year End - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2024	\$18,059.70
	Total	\$60,199.00



3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 009-2023

For

LG-094 MTO Angular Upgrade

This Statement of Work 009-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about November 1st, 2023 ("Effective Date") and shall be completed on or about April 30th, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment Michigan Treasury Online (MTO) Angular Upgrade. This includes upgrading the MTO applications listed below to 16.x Angular version or the version available on the Analysis Start Date of this SOW.

- Common
- Bulk/eFile
- Essential Service Assessment (ESA)
- Flow-Through Entity (FTE)
- Marihuana Retailer Excise (MRE)
- Medical Marihuana Facilities (MMF)
- Partnership Audit Adjustment (PAA)
- Registration
- Streamlined Sales Tax (SST)
- Sales Use and Withholding (SUW)

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.



5. Out of Scope.

- Application Development work other than SAP ECC and MTO.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)



Deliverables	Description	Responsibility	
		State	Accenture
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/1/2023	11/30/2023
2. ANALYSIS AND FUNCTIONAL DESIGN	12/1/2023	1/12/2024
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/8/2024	2/29/2024
4. SYSTEM INTEGRATION TESTING	3/1/2024	3/28/2024
5. USER ACCEPTANCE TESTING	3/14/2024	4/3/2024
6. CUTOVER	4/4/2024	4/9/2024
7. GO LIVE	4/10/2024	4/10/2024

8. Work Location.

Services against this SOW shall be performed offsite.



9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor,	



The State	Contractor
<p>including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	



11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.



- ix. Contractor assumes that this SOW will be scheduled as part of April 2024 release. If the release is scheduled for a different release date, past the April 2024 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY24 Release schedule.
- xiii. For ATCI team members, VDI access (estimated up to 4 VDI) will be added to the project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.
- xvi. MTO applications in scope will be upgraded to 16.x Angular version or the version available on the Analysis Start Date of this SOW. The Contractor assumes that the effort required for upgrading to the version available on the Analysis Start Date of this SOW is like Angular 16.X changes. If the effort is more, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
LG-094 MTO Angular Upgrade	Nov 2023 – April 2024	Offshore – 4	\$76,649.60
		Onshore – 1	

* The number of resources will fluctuate up or down based on the milestones being worked on.



2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-094 MTO Angular Upgrade – Initiation, Analysis and Functional Design	2/1/2024	\$22,994.88
LG-094 MTO Angular Upgrade – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2024	\$22,994.88
LG-094 MTO Angular Upgrade - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	5/1/2024	\$30,659.84
	Total	\$76,649.60

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **49**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,479,027.00	(\$84,702.14)	\$53,394,324.86

DESCRIPTION

Effective 10/04/2023, this contract hereby reduced by \$84,702.14 to account for a reduction in scope. The following 3 amendments are hereby incorporated into the contract.

- Amendment 1 has a \$41,510.70 invoice reduction to remove MBT forms from the scope as per CR010022
- Amendment 2 is a \$58,191.47 invoice reduction Change Request to remove MBT forms from the Sprint 4 scope & swap the Tax Types in scope between Sprint 3 and 4 as per CR010022.
- Amendment 3 is a \$15,000 increase to include an additional milestone with invoice date of 11/23. Please see attached SOW for further information.

Please note Change Notice 18 added \$2,275,033.00 and Change Notice 32 added \$1,231,586 to the contract. This Change Notice corrects the clerical errors and brings the New Estimated Aggregate Value to \$53,394,324.86.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

AMENDMENT 3
to
CONTRACT CHANGE NOTICE #36

For
STATEMENT OF WORK 007-2022
For
DWT-232 TTF Enablement

This Amendment #3 (“AMD’) to Contract Change Notice #36 dated December 20, 2022, (mutual signature date) reflects changes to Statement of Work 007-2022 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 007-2022 identified herein as follows:

AMD #:	003
ACN Project Manager:	Naren Turimella
Statement of Work Name:	DWT-232 TTF Enablement

Describe the Change(s): This is a (\$41,510.70) invoice reduction Change Request to remove MBT forms from the scope as per CR010022.

DWT-232 TTF Enablement Phase 1 Sprint 4 (23.12.1 release):

- CIT
- ESA

1. SOW Section I, Services Scope (“Services”) is deleted in its entirety and replaced with the updated scope below.

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-232 TTF Enablement changes listed below.

- 8000002693 – Base Solution Design, Update Common Modules and Enable DETC - 23.4.1
- 8000002676 – DETW, DETI, and REG - 23.5.1
- 8000002677 – SUW, MMF and FTW - 23.8.1
- 8000002678 – CIT and ESA - 23.12.1

Enable TTF (Transparent table for forms) for Taxes below for 2023 Tax returns onwards. Please refer to Appendix for the list of objects in scope.

1. DETC
2. DETW
3. DETI
4. REG
5. SUW

- 6. CIT
- 7. ESA
- 8. MMF
- 9. FTW

2. **SOW Section I**, Out of Scope will be updated to include the item below.

- MBT forms changes are out of scope due to BRP (future unsupported version by SAP) and Structural Issue.

3. **SOW Section I**, High Level Milestones, Phase 1 - DWT-232 TTF Enablement Gantt Chart is deleted in its entirety and replaced with the updated Gantt Chart below.

Project Name	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
DWT-232 Phase 1 – TTF Enablement: Base Solution Design, Update Common Modules and Enable DETC		Base Solution Design	Technical Enablement	SIT and UAT, 4/12 Go Live									
DWT-232 Phase 1 – TTF Enablement: DETW, DETI, REG Enablement				Technical Enablement	SIT and UAT, 5/31 Go Live								
DWT-232 Phase 1 – TTF Enablement: SUW, MMF, and FTW Enablement						Technical Enablement		SIT and UAT, 8/30 Go Live					
DWT-232 Phase 1 – TTF Enablement: ESA and CIT Enablement								Technical Enablement			SIT and UAT		12/8 Go Live

4. **SOW Section I**, High Level Milestones, Sprint 4 milestones are deleted in its entirety and replaced with the milestones below.

4. Below are the estimated milestones for DWT-232 TTF Enablement scope for CIT, and ESA Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	7/3/2023	9/29/2023
2. SYSTEM INTEGRATION TESTING	10/1/2023	11/28/2023
3. USER ACCEPTANCE TESTING	10/19/2023	11/28/2023
4. CUTOVER	11/29/2023	12/7/2023
5. GO LIVE	12/8/2023	12/8/2023

5. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
DWT-232 TTF Enablement	January 2023 – December 2023	Offshore – 4 Onshore – 3	\$553,476.00

B. The following table is added to this section as per CR010022 to reduce invoice by (\$41,510.70) by removing MBT from the Sprint 4 scope.

Description	Estimated Duration	Planned Resource Location*	Price
DWT-232 TTF Enablement	January 2023 – December 2023	Offshore – 4 Onshore – 3	\$511,965.30

6. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows:

A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1. DWT-232 TTF Enablement - PROJECT INITIATION	2/1/2023	\$55,347.60
2. DWT-232 - Phase 1 - Sprint 1 - Base Solution Design, Update Common Modules and Enable DETC - Technical Enablement	4/1/2023	\$77,486.64
3. DWT-232 - Phase 1 - Sprint 1 - DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2023	\$47,045.46
4. DWT-232 - Phase 1 - Sprint 2 - DETW, DETI, REG Enablement - Technical Enablement	5/1/2023	\$77,486.64
5. DWT-232 - Phase 1 - Sprint 2 - DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	6/1/2023	\$47,045.46
6. DWT-232 - Phase 1 - Sprint 3 - SUW, MMF, and FTW Enablement - Technical Enablement	7/1/2023	\$77,486.64
7. DWT-232 - Phase 1 - Sprint 3 - SUW, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	9/1/2023	\$47,045.46
8. DWT-232 - Phase 1 - Sprint 4 - CIT, ESA, and MBT Enablement - Technical Enablement	10/1/2023	\$77,486.64

Milestone		Milestone Invoiced Date	Milestone Invoiced Amount
9.	DWT-232 - Phase 1 - Sprint 4 - CIT, ESA, and MBT Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$47,045.46
		Total	\$553,476.00

B. The following table is added to this section as per CR010022 to reduce invoice by (\$41,510.70) by removing MBT from the Sprint 4 scope.

Milestone		Milestone Invoiced Date	Milestone Invoiced Amount
1.	DWT-232 TTF Enablement - PROJECT INITIATION	2/1/2023	\$55,347.60
2.	DWT-232 - Phase 1 - Sprint 1 - Base Solution Design, Update Common Modules and Enable DETC - Technical Enablement	4/1/2023	\$77,486.64
3.	DWT-232 - Phase 1 - Sprint 1 - DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2023	\$47,045.46
4.	DWT-232 - Phase 1 - Sprint 2 - DETW, DETI, REG Enablement - Technical Enablement	5/1/2023	\$77,486.64
5.	DWT-232 - Phase 1 - Sprint 2 - DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	6/1/2023	\$47,045.46
6.	DWT-232 - Phase 1 - Sprint 3 - SUW, MMF, and FTW Enablement - Technical Enablement	7/1/2023	\$77,486.64
7.	DWT-232 - Phase 1 - Sprint 3 - SUW, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	9/1/2023	\$47,045.46
8.	DWT-232 - Phase 1 - Sprint 4 - CIT, and ESA Enablement - Technical Enablement	10/1/2023	\$51,657.76
9.	DWT-232 - Phase 1 - Sprint 4 - CIT, and ESA Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$31,363.64
		Total	\$511,965.30

7. **SOW Appendix**, Objects Inventory is deleted in its entirety and replaced with the updated table below which excludes MBT forms from the scope.

SL#	Tax Type	FB Type	Form#	Form Description
1	CIT	CIT	4891	4891 Standard Taxpayer
2	CIT	CIT	4893	4893 Small Business Alternative Credit
3	CIT	CIT	4894	4894 CIT Sched of Shreholders & Officers
4	CIT	CIT	4895	4895 CIT Tax Loss Adjustment
5	CIT	CIT	4897	4897 CIT - Data for UBG Members
6	CIT	CIT	4898	4898 Non-Unitary Relationships with FTE
7	CIT	CIT	4899	4899 CIT UPE Penalty and Interest
8	CIT	CIT	4900	4900 Unitary Relationships with FTE
9	CIT	CIT	4902	4902 CIT Schedule of Recap of Crdts
10	CIT	CIT	4903	4903 CIT Withholding Opt-Out Schedule
11	CIT	CIT	4905	4905 Insurance Taxpayer
12	CIT	CIT	4908	4908 CIT Annual Return Financial Inst
13	CIT	CIT	4910	4910 CIT UBG Financial Institutions
14	CIT	CIT	4911	4911 CIT Schedule of FTW
15	DETC	CTYC	CORP	5297-City Corp. Income Tax Return
16	DETC	CTYC	CTPI	5324-City Corporate UPE Penalty and Inte
17	DETC	CTYC	RENZ	5298-City Corp Renaissance Zone Schedule
18	DETI	CTYI	CUPE	2210-City UPE Penalty and Interest
19	DETI	CTYI	NONR	5119-City Non Resident Income Tax
20	DETI	CTYI	NONS	5245-City Non Obligated Spouse
21	DETI	CTYI	PARR	5120-City Part-Year Resident Income Tax
22	DETI	CTYI	RESI	5118-City Resident Income Tax Return
23	DETI	CTYI	SCHW	5121-City Withholding Tax Schedule
24	DETI	CTYI	UPEI	5338-City UPE Penalty and Interest
25	DETI	CTYI	UPEP	5338-City UPE Penalty and Interest
26	DETW	CYWA	CWHA	5321 City Income Tax Withholding
27	DETW	CYWM	CWHM	5323-City Withholding Monthly/Qtr Return
28	ESA	ESA	5328	Essential Services Assessment Annual Rt
29	FTW	FTWA	4918	4918 FTW Annual Return
30	FTW	FTWA	4920	4920 FTW Opt-Out Schedule
31	FTW	FTWQ	4917	4917 FTW Quarterly Return
32	SUW	SUWA	SAL4	5091 Sales 4% and 6% Annual Form
33	SUW	SUWA	SALA	5081 Sales Annual Form
34	SUW	SUWA	SUM4	5091 Summary - 4% 6% Annual Form
35	SUW	SUWA	SUMA	5081 - Summary Annual Form
36	SUW	SUWA	USE4	5091 Use 4% and 6% Annual Form
37	SUW	SUWA	USEA	5081 Use Annual form
38	SUW	SUWA	WTH4	5091 Withholding 4% and 6% Annual Form
39	SUW	SUWA	WTHA	5081 Withholding Annual form
40	SUW	SUWM	CONS	5089 Con.Sales Tax Retrtn & Paymt
41	SUW	SUWM	FUEA	5084 Fuel Advance Credit Repayment
42	SUW	SUWM	FUER	5085 Fuel Retailer Supplemental Schedule

SL#	Tax Type	FB Type	Form#	Form Description
43	SUW	SUWM	FUES	5083 Fuel Suppl & Wholesaler Prep. Sales
44	SUW	SUWM	SALM	5080 Sales Monthly/Quarterly Form
45	SUW	SUWM	SERS	SER Sales form
46	SUW	SUWM	SERU	SER Use Form
47	SUW	SUWM	SUMM	5080 Summary Monthly/Quarterly Form
48	SUW	SUWM	SUMS	SER - Summary Form
49	SUW	SUWM	USEM	5080 Use Monthly/Quarterly Form
50	SUW	SUWM	VEHD	5086 Vehicle Dealer Supplemental Schedule
51	SUW	SUWM	WTHM	5080 Withholding Monthly/Quarterly Form
52	REG	ZREG	ZARD	Authorized Representative Declaration
53	REG	ZREG	ZEFT	EFT Credit and Debit Forms
54	REG	ZREG	ZPSP	Payroll Service Provider
55	REG	ZREG	ZREG	518 Registration for Michigan Taxes
56	REG	ZREG	ZSST	Streamline Sales Taxes - Registration
57	REG	ZREG	ZTRI	Tribal form
58	MMF	MMF	MMTQ	Medical Marihuana Tax Quarterly Return
59	NTS	NTS	NTS	Adjust during the Loading process - switch between XML Bulb and TTF based on business rules.
60	NTS	NTS	NTS	Merge and Amendment process
61	NTS	NTS	NTS	Merge and Audit process
62	NTS	NTS	NTS	Manual Adjust on return (Reopen/Adjust)
63	NTS	NTS	NTS	Review and Adjust Webdypro display if required
64	NTS	NTS	NTS	Adjust reading form data from both XML and TTF
65	NTS	NTS	NTS	DW interface verification
66	NTS	NTS	NTS	Miscellaneous

Change Notice Schedule Impact (from/to): There is no schedule impact by removing MBT forms from the scope as per CR 010022.

DWT-232 TTF Enablement Phase 1 Sprint 4:

- CIT
- ESA

Fee Impact: This is a (\$41,510.70) invoice reduction Change Request to remove MBT forms from the scope as per CR010022.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #41

For
STATEMENT OF WORK 002-2023
For
DWT-232 Phase 2 - Migrate to TTF from BDS

This Amendment #1 ("AMD") to Contract Change Notice #41 dated February 24, 2023, (mutual signature date) reflects changes to Statement of Work 002-2023 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 002-2023 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	DWT-232 Phase 2 - Migrate to TTF from BDS

Describe the Change(s): This is a (\$58,191.47) invoice reduction Change Request to remove MBT forms from the Sprint 4 scope and swap the Tax Types in scope between Sprint 3 and 4 as per CR010022.

DWT-232 Phase 2 - Migrate to TTF from BDS Sprint 3 (24.2 Off-Cycle release):

- SUW, MMF, and FTW

DWT-232 Phase 2 - Migrate to TTF from BDS Sprint 4 (24.4.1 release):

- CIT, and ESA

1. **SOW Section I, Services Scope ("Services")** is deleted in its entirety and replaced with the updated scope below.

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-232 Phase 2 - Enable TTF and Migrate to TTF from BDS (ITSM 800001497) changes listed below.

- 8000002694 – DETC - 23.10 Off-Cycle
- 8000002680 – DETW, DETI, and REG - 23.12.1
- 8000002681 – SUW, MMF, and FTW - 24.2 Off-Cycle
- 8000002682 – CIT, and ESA - 24.4.1

Enable TTF and Migrate to TTF from BDS (Business document services) for Taxes listed below until 2022 Tax returns. Please refer to Appendix for the list of objects in scope.

1. DETC
2. DETW

3. DETI
4. REG
5. SUW
6. CIT
7. ESA
8. MMF
9. FTW

2. **SOW Section I**, Out of Scope will be updated to include the item below.

- MBT forms changes are out of scope due to BRF (future unsupported version by SAP) and Structural Issue.

3. **SOW Section I**, High Level Milestones, Phase 2 - DWT-232 TTF Migration Gantt Chart is deleted in its entirety and replaced with the updated Gantt Chart below.

Project Name	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
DWT-232 Phase 2 – TTF Migration Sprint 1: Base Solution Design, Migration Program, Update Common Modules and Enable DETC	Base Solution Design			Technical Enablement		SIT and UAT		10/6 Go Live						
DWT-232 Phase 2 – TTF Migration Sprint 2: DETW, DETI, REG Enablement					Technical Enablement		SIT and UAT		12/8 Go Live					
DWT-232 Phase 2 – TTF Migration Sprint 3: SUW, MMF and FTW							Technical Enablement		SIT and UAT		2/9 Go Live			
DWT-232 Phase 2 – TTF Migration Sprint 4: CIT and ESA								Technical Enablement		SIT and UAT		4/10 Go Live		

4. **SOW Section I**, High Level Milestones, Sprint 3, and Sprint 4 milestones are deleted in its entirety and replaced with the milestones below.

3. Below are the estimated milestones for DWT-232 Phase 2 Sprint 3 TTF Migration scope for SUW, MMF, and FTW Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	9/1/2023	11/30/2023
2. SYSTEM INTEGRATION TESTING	12/1/2023	1/23/2024
3. USER ACCEPTANCE TESTING	1/3/2024	1/31/2024
4. CUTOVER	2/1/2024	2/8/2024
5. GO LIVE	2/9/2024	2/9/2024

4. Below are the estimated milestones for DWT-232 Phase 2 Sprint 4 TTF Migration scope for CIT, and ESA Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	11/1/2023	1/31/2024

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
2. SYSTEM INTEGRATION TESTING	2/1/2024	3/23/2024
3. USER ACCEPTANCE TESTING	3/1/2024	4/3/2024
4. CUTOVER	4/4/2024	4/09/2024
5. GO LIVE	4/10/2024	4/10/2024

5. **SOW Section II, Payment** Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
DWT-232 Phase 2 TTF Migration	March 2023 – April 2024	Offshore – 5 Onshore – 3	\$1,034,515.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

B. The following table is added to this section as per CR010022 to reduce invoice by (\$58,191.47) by removing MBT from the Sprint 4 scope.

Description	Estimated Duration	Planned Resource Location*	Price
DWT-232 Phase 2 TTF Migration	March 2023 – April 2024	Offshore – 5 Onshore – 3	\$976,323.53

* The number of resources will fluctuate up or down based on the milestones being worked on.

6. **SOW Section II, Payment** Terms and Conditions, "Payment Structure" is updated as follows:

A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1. DWT-232 Phase 2: TTF Migration - PROJECT INITIATION	4/1/2023	\$103,451.50
2. DWT-232 Phase 2: Base Solution Design, Migration Program, Update Common Modules and Enable DETC - Technical Enablement	7/1/2023	\$144,832.10
3. DWT-232 Phase 2: DETW, DETI, REG Enablement - Technical Enablement	10/1/2023	\$144,832.10

	Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
4.	DWT-232 Phase 2: DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	11/1/2023	\$87,933.78
5.	DWT-232 Phase 2: SUW and CIT Enablement - Technical Enablement	12/1/2023	\$144,832.10
6.	DWT-232 Phase 2: DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$87,933.78
7.	DWT-232 Phase 2: MBT, ESA, MMF and FTW Enablement - Technical Enablement	2/1/2024	\$144,832.10
8.	DWT-232 Phase 2: SUW and CIT Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	3/1/2024	\$87,933.78
9.	DWT-232 Phase 2: MBT, ESA, MMF and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2024	\$87,933.78
	Total		\$1,034,515.00

- B. The following table is added to this section as per CR010022 to reduce invoice by (\$58,191.47) by removing MBT from the Sprint 4 scope.

	Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1.	DWT-232 Phase 2: TTF Migration - PROJECT INITIATION	4/1/2023	\$103,451.50
2.	DWT-232 Phase 2 – Sprint 1: Base Solution Design, Migration Program, Update Common Modules and Enable DETC - Technical Enablement	7/1/2023	\$144,832.10
3.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - Technical Enablement	10/1/2023	\$144,832.10
4.	DWT-232 Phase 2 – Sprint 1: DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	11/1/2023	\$87,933.78
5.	DWT-232 Phase 2 – Sprint 3: SUW, MMF, and FTW Enablement - Technical Enablement	12/1/2023	\$144,832.10
6.	DWT-232 Phase 2 – Sprint 2: DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$87,933.78
7.	DWT-232 Phase 2 – Sprint 4: CIT, and ESA Enablement - Technical Enablement	2/1/2024	\$108,624.08
8.	DWT-232 Phase 2 – Sprint 3: SUW, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	3/1/2024	\$87,933.78

Milestone		Milestone Invoiced Date	Milestone Invoiced Amount
9.	DWT-232 Phase 2 – Sprint 4: CIT, and ESA Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2024	\$65,950.34
		Total	\$976,323.53

7. **SOW Appendix**, Objects Inventory is deleted in its entirety and replaced with the updated table below which excludes MBT forms from the scope.

SL#	Tax Type	FB Type	Form#	Form Description
1	CIT	CIT	4891	4891 Standard Taxpayer
2	CIT	CIT	4893	4893 Small Business Alternative Credit
3	CIT	CIT	4894	4894 CIT Sched of Shreholders & Officers
4	CIT	CIT	4895	4895 CIT Tax Loss Adjustment
5	CIT	CIT	4897	4897 CIT - Data for UBG Members
6	CIT	CIT	4898	4898 Non-Unitary Relationships with FTE
7	CIT	CIT	4899	4899 CIT UPE Penalty and Interest
8	CIT	CIT	4900	4900 Unitary Relationships with FTE
9	CIT	CIT	4902	4902 CIT Schdule of Recap of Crdts
10	CIT	CIT	4903	4903 CIT Withholding Opt-Out Schedule
11	CIT	CIT	4905	4905 Insurance Taxpayer
12	CIT	CIT	4908	4908 CIT Annual Return Financial Inst
13	CIT	CIT	4910	4910 CIT UBG Financial Institutions
14	CIT	CIT	4911	4911 CIT Schedule of FTW
15	DETC	CTYC	CORP	5297-City Corp. Income Tax Return
16	DETC	CTYC	CTPI	5324-City Corporate UPE Penalty and Inte
17	DETC	CTYC	RENZ	5298-City Corp Renaissance Zone Schedule
18	DETI	CTYI	CUPE	2210-City UPE Penalty and Interest
19	DETI	CTYI	NONR	5119-City Non Resident Income Tax
20	DETI	CTYI	NONS	5245-City Non Obligated Spouse
21	DETI	CTYI	PARR	5120-City Part-Year Resident Income Tax
22	DETI	CTYI	RESI	5118-City Resident Income Tax Return
23	DETI	CTYI	SCHW	5121-City Withholding Tax Schedule
24	DETI	CTYI	UPEI	5338-City UPE Penalty and Interest
25	DETI	CTYI	UPEP	5338-City UPE Penalty and Interest
26	DETW	CYWA	CWHA	5321 City Income Tax Withholding
27	DETW	CYWM	CWHM	5323-City Withholding Monthly/Qtr Return
28	ESA	ESA	5328	Essential Services Assessment Annual Rt
29	FTW	FTWA	4918	4918 FTW Annual Return
30	FTW	FTWA	4920	4920 FTW Opt-Out Schedule
31	FTW	FTWQ	4917	4917 FTW Quarterly Return
32	SUW	SUWA	SAL4	5091 Sales 4% and 6% Annual Form
33	SUW	SUWA	SALA	5081 Sales Annual Form
34	SUW	SUWA	SUM4	5091 Summary - 4% 6% Annual Form

SL#	Tax Type	FB Type	Form#	Form Description
35	SUW	SUWA	SUMA	5081 - Summary Annual Form
36	SUW	SUWA	USE4	5091 Use 4% and 6% Annual Form
37	SUW	SUWA	USEA	5081 Use Annual form
38	SUW	SUWA	WTH4	5091 Withholding 4% and 6% Annual Form
39	SUW	SUWA	WTHA	5081 Withholding Annual form
40	SUW	SUWM	CONS	5089 Con.Sales Tax Retrtn & Paymt
41	SUW	SUWM	FUEA	5084 Fuel Advance Credit Repayment
42	SUW	SUWM	FUER	5085 Fuel Retailer Supplemental Schedule
43	SUW	SUWM	FUES	5083 Fuel Suppl & Wholesaler Prep. Sales
44	SUW	SUWM	SALM	5080 Sales Monthly/Quarterly Form
45	SUW	SUWM	SERS	SER Sales form
46	SUW	SUWM	SERU	SER Use Form
47	SUW	SUWM	SUMM	5080 Summary Monthly/Quarterly Form
48	SUW	SUWM	SUMS	SER - Summary Form
49	SUW	SUWM	USEM	5080 Use Monthly/Quarterly Form
50	SUW	SUWM	VEHD	5086 Vehicle Dealer Supplemental Schedule
51	SUW	SUWM	WTHM	5080 Withholding Monthly/Quarterly Form
52	REG	ZREG	ZARD	Authorized Representative Declaration
53	REG	ZREG	ZEFT	EFT Credit and Debit Forms
54	REG	ZREG	ZPSP	Payroll Service Provider
55	REG	ZREG	ZREG	518 Registration for Michigan Taxes
56	REG	ZREG	ZSST	Streamline Sales Taxes - Registration
57	REG	ZREG	ZTRI	Tribal form
58	MMF	MMF	MMTQ	Medical Marihuana Tax Quarterly Return
59	NTS	NTS	NTS	Adjust during the Loading process - switch between XML Bulb and TTF based on business rules.
60	NTS	NTS	NTS	Merge and Amendment process
61	NTS	NTS	NTS	Merge and Audit process
62	NTS	NTS	NTS	Manual Adjust on return (Reopen/Adjust)
63	NTS	NTS	NTS	Review and Adjust Webdypro display if required
64	NTS	NTS	NTS	Adjust reading form data from both XML and TTF
65	NTS	NTS	NTS	DW interface verification
66	NTS	NTS	NTS	Miscellaneous

Change Notice Schedule Impact (from/to): There is no schedule impact by removing MBT forms from the Sprint 4 scope and swap the Tax Types in scope between Sprint 3 and 4 as per CR010022.

Fee Impact: This is a (\$58,191.47) invoice reduction Change Request to remove MBT forms from the scope as per CR010022.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #45

For
STATEMENT OF WORK 007-2023
For
FTE Additional Tickets

This Amendment #1 ("AMD") to Contract Change Notice #45 dated June 14, 2023, (mutual signature date) reflects changes to Statement of Work 007-2023 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 007-2023 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	FTE Additional Tickets

Describe the Change(s): This Change Request is to update scope and increase Fees by \$15,000.00 to implement changes below.

Current Scope and Timelines for this SOW:

- Scope - 8000002788, 8000002665, 8000002599, 8000002804 and 8000002799
- Timelines – Ready for SIT on 10/02/2023 and Go-live as part of 23.12.1 release.

Proposed Changes:

- Adding two additional tickets to the Scope - 8000002788, 8000002665, 8000002599, 8000002804 and 8000002799 + 8000002983 and 8000002972
- Timelines
 - Phase 1 – SAP ECC changes – Ready for SIT by 10/02/2023 and Go-live on 10/31/2023.
 - 8000002599 and 8000002804 + 8000002983 and 8000002972
 - Phase 2 – MTO changes – Ready for SIT by 10/02/2023 and Go-live as part of 23.12.1 as per original plan.
 - 8000002788, 8000002665 and 8000002799

1. **SOW Section I, Services Scope ("Services")** is deleted in its entirety and replaced with the updated scope below.

Scope includes the following incidents:

- 8000002788: FTE - Incorrect Next Return Due Date
- 8000002665: Decimal doesn't populate on form/schedul
- 8000002599: Add As Corrected field to refund line

- 8000002804: Add As Corrected and As Audited Fields
- 8000002799: Physical Address for FTE req. on MTO
- 8000002983 - FTE Annualiz. P&I calculating incorrectly
- 8000002972 - FTE Form 5798 Annualiz UPE Int in SAP

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the above functionality.

2. **SOW Section I**, High Level Milestones, table is deleted in its entirety and replaced with the updated tables below.

A. Below are the estimated milestones for Phase 1 – SAP ECC changes for 8000002599, 8000002804, 8000002983 and 8000002972:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	07/05/2023	09/29/2023
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	07/17/2023	09/29/2023
3. SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING	10/02/2023	10/25/2023
4. CUTOVER	10/26/2023	10/30/2023
5. GO LIVE	10/31/2023	10/31/2023

B. Below are the estimated milestones for Phase 2 – MTO changes for 8000002788, 8000002665 and 8000002799:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
6. ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	07/05/2023	07/31/2023
7. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	07/17/2023	09/29/2023
8. SYSTEM INTEGRATION TESTING	10/02/2023	11/21/2023
9. USER ACCEPTANCE TESTING	10/19/2023	11/28/2023
10. CUTOVER	11/29/2023	12/07/2023
11. GO LIVE	12/08/2023	12/08/2023

3. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
SOW 007-2023 FTE Additional Tickets	July 2023 – December 2023	Offshore – 4 Onshore – 1	\$143,672.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

B. The following table is added to this section by increasing Fees by \$15,000.00 to implement two additional tickets 8000002983 and 8000002972.

Description	Estimated Duration	Planned Resource Location*	Price
SOW 007-2023 FTE Additional Tickets	July 2023 – December 2023	Offshore – 4 Onshore – 1	\$158,672.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

C. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows:

A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
SOW 007-2023 FTE Additional Tickets – ANALYSIS AND FUNCTIONAL DESIGN	08/01/2023	\$50,285.20
SOW 007-2023 FTE Additional Tickets – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	10/02/2023	\$50,285.20
SOW 007-2023 FTE Additional Tickets - SYSTEM INTEGRATION TESTING	12/01/2023	\$35,918.00
SOW 007-2023 FTE Additional Tickets - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	01/01/2024	\$7,183.60
Total		\$143,672.00

A. The following table is added to this section by increasing Fees by \$15,000.00 to implement two additional tickets 8000002983 and 8000002972.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
SOW 007-2023 FTE Additional Tickets – ANALYSIS AND FUNCTIONAL DESIGN	08/01/2023	\$50,285.20
SOW 007-2023 FTE Additional Tickets – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	10/02/2023	\$50,285.20
SOW 007-2023 FTE Additional Tickets – October Off-Cycle Release - 8000002599 and 8000002804 + 8000002983 and 8000002972	11/01/2023	\$15,000.00
SOW 007-2023 FTE Additional Tickets - SYSTEM	12/01/2023	\$35,918.00

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
INTEGRATION TESTING		
SOW 007-2023 FTE Additional Tickets - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	01/01/2024	\$7,183.60
	Total	\$158,672.00

Change Notice Schedule Impact (from/to):

Current Schedule for this SOW:

- Ready for SIT by 10/02/2023 and Go-live as part of 23.12.1 release.

Proposed Changes to the Schedule:

- Phase 1 – SAP ECC changes – Ready for SIT by 10/02/2023 and Go-live on 10/31/2023.
 - 8000002599 and 8000002804 + 8000002983 and 8000002972
- Phase 2 – MTO changes – Ready for SIT by 10/02/2023 and Go-live as part of 23.12.1 as per original plan.
 - 8000002788, 8000002665 and 8000002799

Fee Impact: This Change Request will increase Fees by \$15,000.00 to implement two additional tickets 8000002983 and 8000002972.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the “CR Effective Date”).



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **48**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
	Contract Administrator	Patrick Russell (517) 648-7767 russellp2@michigan.gov	DTMB

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,479,027.00	\$0.00	\$53,479,027.00

DESCRIPTION

Effective 09/11/2023, this Contract is using existing funds of \$921,000 to add additional capacity to the existing SAP Baseline Maintenance and Support team to work on the application support services for SAP and MTO as described in the attached statement of work.

Please note the Program Manager has been changed to Kim Koppsch-Woods.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Kimberly Koppsch-Woods	517-243-8786	Koppsch-WoodsK@michigan.gov

STATEMENT OF WORK - IT CHANGE NOTICE

Project Title: SAP Maintenance and Operation Support	Period of Coverage: 10/01/2023 – 09/30/2024
Requesting Department: Treasury	
Agency Project Manager: David Mefford	Phone: (517) 636-5546
DTMB Project Manager: Kim Koppsch-Woods	Phone: (517) 243-8786

PROJECT OBJECTIVE:

Add additional capacity to the existing SAP Baseline Maintenance and Support team to work on the application support services for SAP and MTO as defined in the staffing plan as defined in the project plan.

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:

Description	Estimated Duration	Planned Resource Location*	Price
Adding additional one-time capacity to MTO and SAP Application Support	October 2023 – September 2024	Offshore – 2	\$921,000.00
		Onshore – 2	

STATEMENT OF WORK - IT CHANGE NOTICE

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – October 2023	11/1/2023	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – November 2023	12/1/2023	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – December 2023	1/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – January 2024	2/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – February 2024	3/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – March 2024	4/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – April 2024	5/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – May 2024	6/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – June 2024	7/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – July 2024	8/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – August 2024	9/1/2024	\$76,750.00
SOW 008-2023 - SAP and MTO Baseline Maintenance and Support – September 2024	10/1/2024	\$76,750.00
	Total	\$921,000.00

- Satisfactory acceptance of each Milestone (major part of the contract).

Payment will be made on a milestone basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area

STATEMENT OF WORK - IT CHANGE NOTICE

will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

David Mefford

Treasury

State of Michigan Operations Center (Treasury & DTMB)

7285 Parsons Dr.

Dimondale, MI 48821

(517) 636-5546

meffordd@michigan.gov

The designated DTMB Project Manager is:

Kim Koppsch-Woods

DTMB

State of Michigan Operations Center (Treasury & DTMB)

7285 Parsons Dr.

Dimondale, MI 48821

(517) 243-8786

Koppsch-WoodsK@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Services against this SOW shall be performed offsite.

STATEMENT OF WORK - IT CHANGE NOTICE

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

This purchase order is a release from Contract Number 190000001389. This purchase order, statement of work, and the terms and conditions of Contract Number 190000001389 constitute the entire agreement between the State and the Contractor.

PROJECT PLAN:

Role	Area	Estimated Roll-on Date	Estimated Roll off Date	Location	Estimated Hours
ABAP Sr Developer/BRF+	MTO Application Support	11/1/2023	09/30/2024	Onshore	1760
SAP Sr Business Analyst	SAP Application Support	10/1/2023	09/30/2024	Onshore	1920
ABAP Sr Developer/BRF+	SAP Application Support	12/16/2023	09/30/2024	ATCi	1520
ABAP Sr Developer/BRF+	SAP Application Support	12/16/2023	09/30/2024	ATCi	1520
Total					6,720

Proposed Team Timeline:	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Onshore BA - Accenture (1)													30-Sep-24
Onshore ABAP Dev - Accenture (1)													30-Sep-24
ATCI Dev - Accenture (2)				16-Dec-23									30-Sep-24



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 4893
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 47
 to
 Contract Number 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
STATE	Contract Administrator	Patrick Russell	DTMB
		(517) 648-7767	
		russellp2@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,479,027.00	\$0.00	\$53,479,027.00

DESCRIPTION

Effective July 24, 2023, this Contract has been amended as follows:

- The attached SOW 007-2022 is hereby incorporated into this Contract to switch the Tax Types in scope between Sprint 3 and 4 for now. Total cost of this project is \$0.00. No additional funding is needed at this time.
- The attached SOW 006-2022 is incorporated into the Contract to Update the role end date for Onshore Business Analyst from 8/31/2023 to 9/30/2023. Total cost of this project is \$0.00. No additional funding is needed at this time.

Please note the Contract Administrator has been changed to Patrick Russell.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #36

For

STATEMENT OF WORK 007-2022

For

DWT-232 TTF Enablement (ITSM 8000001496)

This Amendment #1 (“AMD”) to Contract Change Notice #36 dated December 20, 2023, (mutual signature date) reflects changes to Statement of Work 007-2022 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 007-2022 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	DWT-232 TTF Enablement (ITSM 8000001496)

Describe the Change(s): This is a \$0.00 Change Request to update milestones as per CR009654.

Original plan was to enable SUW & CIT Tax forms in Sprint 3 and MBT, ESA, MMF & FTW Tax Forms in Sprint 4. There is a limitation in SAP to generate TTF (Transparent table for forms) tables. As we are working with SAP to identify a solution, switching the Tax Types in scope between Sprint 3 and 4 for now.

DWT-232 TTF Enablement Phase 1 Sprint 3 (23.8.1 release):

- SUW
- MMF
- FTW

DWT-232 TTF Enablement Phase 1 Sprint 4 (23.12.1 release):

- CIT (Pending SAP Resolution)
- MBT
- ESA (Pending SAP Resolution)

1. **SOW Section I**, High Level Milestones, Phase 1 - DWT-232 TTF Enablement Gantt Chart is deleted in its entirety and replaced with the updated Gantt Chart below.

Project Name	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
DWT-232 Phase 1 – TTF Enablement: Base Solution Design, Update Common Modules and Enable DETC		Base Solution Design	Technical Enablement	SIT and UAT, 4/12 Go Live									
DWT-232 Phase 1 – TTF Enablement: DETW, DETI, REG Enablement			Technical Enablement	SIT and UAT, 5/31 Go Live									
DWT-232 Phase 1 – TTF Enablement: SUW, MMF, and FTW Enablement				Technical Enablement	SIT and UAT, 8/30 Go Live								
DWT-232 Phase 1 – TTF Enablement: MBT, ESA and CIT Enablement					Technical Enablement						SIT and UAT		12/8 Go Live

2. **SOW Section I**, High Level Milestones, Sprint 3, and Sprint 4 milestones are deleted in its entirety and replaced with the milestones below.

3. Below are the estimated milestones for DWT-232 TTF Enablement scope for SUW, MMF, and FTW Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	5/1/2023	6/30/2023
2. SYSTEM INTEGRATION TESTING	7/3/2023	8/22/2023
3. USER ACCEPTANCE TESTING	8/16/2023	8/22/2023
4. CUTOVER	8/23/2023	8/29/2023
5. GO LIVE	8/30/2023	8/30/2023

4. Below are the estimated milestones for DWT-232 TTF Enablement scope for CIT, ESA and MBT Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	7/3/2023	9/29/2023
2. SYSTEM INTEGRATION TESTING	10/1/2023	11/28/2023
3. USER ACCEPTANCE TESTING	10/19/2023	11/28/2023
4. CUTOVER	11/29/2023	12/7/2023
5. GO LIVE	12/8/2023	12/8/2023

3. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows:

A. The following table is deleted in its entirety:

	Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1.	DWT-232 TTF Enablement - PROJECT INITIATION	2/1/2023	\$55,347.60
2.	Base Solution Design, Update Common Modules and Enable DETC - Technical Enablement	4/1/2023	\$77,486.64
3.	DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2023	\$47,045.46
4.	DETW, DETI, REG Enablement - Technical Enablement	5/1/2023	\$77,486.64
5.	DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	6/1/2023	\$47,045.46
6.	SUW and CIT Enablement - Technical Enablement	7/1/2023	\$77,486.64
7.	SUW and CIT Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	9/1/2023	\$47,045.46
8.	MBT, ESA, MMF and FTW Enablement - Technical Enablement	10/1/2023	\$77,486.64
9.	MBT, ESA, MMF and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$47,045.46
	Total		\$553,476.00

B. The following table is added to this section as per CR009654 to switch the Tax Types in scope between Sprint 3 and 4.

	Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1.	DWT-232 TTF Enablement - PROJECT INITIATION	2/1/2023	\$55,347.60
2.	DWT-232 - Phase 1 - Sprint 1 - Base Solution Design, Update Common Modules and Enable DETC - Technical Enablement	4/1/2023	\$77,486.64
3.	DWT-232 - Phase 1 - Sprint 1 - DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2023	\$47,045.46
4.	DWT-232 - Phase 1 - Sprint 2 - DETW, DETI, REG Enablement - Technical Enablement	5/1/2023	\$77,486.64
5.	DWT-232 - Phase 1 - Sprint 2 - DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	6/1/2023	\$47,045.46

Milestone		Milestone Invoiced Date	Milestone Invoiced Amount
6.	DWT-232 - Phase 1 - Sprint 3 - SUW, MMF, and FTW Enablement - Technical Enablement	7/1/2023	\$77,486.64
7.	DWT-232 - Phase 1 - Sprint 3 - SUW, MMF, and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	9/1/2023	\$47,045.46
8.	DWT-232 - Phase 1 - Sprint 4 - CIT, ESA, and MBT Enablement - Technical Enablement	10/1/2023	\$77,486.64
9.	DWT-232 - Phase 1 - Sprint 4 - CIT, ESA, and MBT Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$47,045.46
		Total	\$553,476.00

Change Notice Schedule Impact (from/to): Original plan was to enable SUW & CIT Tax forms in Sprint 3 and MBT, ESA, MMF & FTW Tax Forms in Sprint 4. There is a limitation in SAP to generate TTF (Transparent table for forms) tables. As we are working with SAP to identify a solution, switching the Tax Types in scope between Sprint 3 and 4.

DWT-232 TTF Enablement Phase 1 Sprint 3:

- SUW
- MMF
- FTW

DWT-232 TTF Enablement Phase 1 Sprint 4:

- CIT
- MBT
- ESA

Fee Impact: This is a \$0.00 Change Request to update milestones as per CR009654.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").

AMENDMENT 2
to
CONTRACT CHANGE NOTICE #36

For

STATEMENT OF WORK 006-2022

For

Adding additional one-time capacity to MTO and SAP Application Support

This Amendment #2 (“AMD”) to Contract Change Notice #36 dated December 20, 2023, (mutual signature date) reflects changes to Statement of Work 006-2022 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 006-2022 identified herein as follows:

AMD #:	002
ACN Project Manager:	Naren Turimella
Statement of Work Name:	Adding additional one-time capacity to MTO and SAP Application Support

Describe the Change(s): This is a \$0.00 Change Request to extend the role end date for the onshore resource to accommodate vacation schedule.

1. SOW Section I, Services Scope (“Services”), is updated as follows:

A. The following table is deleted in its entirety:

Role	Area	Estimated Roll on Date	Estimated Roll off Date	Location	Estimated Hours
ABAP Sr Developer/BRF+	MTO Application Support	1/3/2023	10/31/2023	Onshore	1600
SAP Sr Business Analyst	SAP Application Support	1/3/2023	8/31/2023	Onshore	1280
ABAP Sr Developer/BRF+	SAP Application Support	2/16/2023	12/15/2023	ATCi	1600
ABAP Sr Developer/BRF+	SAP Application Support	2/16/2023	12/15/2023	ATCi	1600
	MTO Application Support				1600
	SAP Application Support				4480
	Total				6,080

- B. The following table is added to this section to move the hours from Onshore ABAP Developer to Business Analyst by extending the end date to accommodate resource vacation schedule.

Role	Area	Estimated Roll on Date	Estimated Roll off Date	Location	Estimated Hours
ABAP Sr Developer/BRF+	MTO Application Support	1/3/2023	10/31/2023	Onshore	1440
SAP Sr Business Analyst	SAP Application Support	1/3/2023	9/30/2023	Onshore	1440
ABAP Sr Developer/BRF+	SAP Application Support	2/16/2023	12/15/2023	ATCi	1600
ABAP Sr Developer/BRF+	SAP Application Support	2/16/2023	12/15/2023	ATCi	1600
	MTO Application Support				1440
	SAP Application Support				4640
	Total				6,080

Change Notice Schedule Impact (from/to): Updated the role end date for Onshore Business Analyst from 8/31/2023 to 9/30/2023.

Fee Impact: This is a \$0.00 change notice to move the hours from Onshore ABAP Developer to Business Analyst to accommodate resource vacation schedule.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



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

CONTRACT CHANGE NOTICE

Change Notice Number **46**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
STATE	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective June 26, 2023, this Contract has been amended as follows:

1. The attached amendment to SOW 005-2023 is hereby incorporated into this Contract to implement changes to the FTE – IIT SAP Report as well as create a new Financial Accounting report for accounting needs. Total cost of this project is \$11,450.00. 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #44

For
STATEMENT OF WORK 005-2023
For
FTE - IIT SAP Report (ITSM 8000002823)

This Amendment #1 ("AMD") to Contract Change Notice #44 dated June 05, 2023, (mutual signature date) reflects changes to Statement of Work 005-2023 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 005-2023 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	FTE - IIT SAP Report (ITSM 8000002823)

Describe the Change(s): This Change Request is to: Update scope and increase Fees by \$11,450.00 to implement changes below to align with 23.10 Off Cycle release (10/6/2023).

- Treasury Business prefers IIT Interface change instead of new report as documented previously.
- Create new Financial Accounting report for accounting needs.

1. SOW Section I, Services Scope ("Services") is deleted in its entirety and replaced with the details below.

Scope includes the following:

- The FTE – IIT SAP Report will NOT be an Excel spreadsheet report. The report is going to be a flat file with the following characteristics:
 - It will have the same format as the one daily file being currently being shared with IIT.
 - This file will be shared automatically every 2 weeks to the folder "P:\TC06\FTE".
 - The file will be a delta file. This means that the very first file that we will share will have all returns processed at that point, but from that point forward, every subsequent report will only include returns that have been processed in the past 2 weeks.
 - Like the current daily file, we are sharing with IIT, a return will only be included on the bi-weekly report if it has been processed or there has been any change on a previously processed return.
- New Financial Accounting report will be created for accounting needs. This report will be executed manually on-demand basis.

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the above functionality.

2. SOW Section I, Project Assumptions will be updated with new assumptions below.

- xvi. The Contractor will continue to share the existing manual Excel spreadsheet every 2 weeks until ITSM 8000002823 is implemented in production.

3. SOW Section II, Payment Terms and Conditions,” Professional Fees” is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
FTE - IIT SAP Report (ITSM 8000002823)	June 2023 – October 2023	Offshore – 1 Onshore – 1	\$49,720.00

B. The following table is added to this section by increasing fees by \$11,450.00:

Description	Estimated Duration	Planned Resource Location*	Price
FTE - IIT SAP Report (ITSM 8000002823)	June 2023 – October 2023	Offshore – 1 Onshore – 1	\$61,170.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

4. SOW Section II, Payment Terms and Conditions,” Payment Structure” is updated as follows:

A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
FTE - IIT SAP Report (ITSM 8000002823) – ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2023	\$32,318.00
FTE - IIT SAP Report (ITSM 8000002823) - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	10/9/2023	\$17,402.00
	Total	\$49,720.00

- B. The following table is added to this section by increasing Fees by \$11,450.00 for the updated scope.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
FTE - IIT SAP Report (ITSM 8000002823) – ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2023	\$32,318.00
FTE - IIT Interface change and Financial Accounting report - ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2023	\$11,450.00
FTE - IIT SAP Report (ITSM 8000002823) - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	10/9/2023	\$17,402.00
	Total	\$61,170.00

5. SOW Appendix, the following RICEFWT Inventory table is added to this section.

Program Type	Total Count
00 - Configuration	0
01 - Reports	1
02 - Interface	1
03 - Conversion	0
04 - Enhancement	0
05 - Forms	0
06 - Workflow	0
07 - Tax form and BRF+	0
08 - BW Reports	0
09 - MTO Integration	0
Total	2

SL#	Process Area	Program Type	Description	New/Modify	Complexity of change
1	03 - Taxpayer & Revenue Accounting	01 - Reports	FTE Financial Accounting report	New	Medium
2	03 - Taxpayer & Revenue Accounting	02 - Interface	TI06 334 - IIT Interface change	Modify	Simple

Change Notice Schedule Impact (from/to): None

Fee Impact: Increased Fees by \$11,450.00 to implement changes below to align with 23.10 Off Cycle release (10/6/2023).

- Treasury Business prefers IIT Interface change instead of new report as documented previously.
- Create new Financial Accounting report for accounting needs.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



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

CONTRACT CHANGE NOTICE

Change Notice Number **45**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective June 13, 2023, this Contract has been amended as follows:

- The attached SOW 006-2023 is hereby incorporated into this Contract for a new report to build a new SAP Web Service for eServices. Total cost of this project is \$18,510.00. No additional funding is needed at this time; Existing funds are adequate to support this change.
- The attached SOW 007-2023 is incorporated into the Contract for Flow Through Entity Tax (FTE) Additional Tickets. Total cost of this project is \$143,672.00. 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, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 006-2023

For

TP-500 SAP Webservice (ITSM 8000002838)

This Statement of Work 006-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about June 19th, 2023 ("Effective Date") and shall be completed on or about August 31st, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Scope includes the following:

- Build a new SAP Web Service for eServices (CR009567): A new web service that is a two-way between eServices and SAP ECC, receives the request from eServices on Milogin Username and passes back the FEINs and Tax Types it is authenticated to.

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the above functionality.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

1. Out of Scope.

- Application Development work other than SAP ECC.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

2. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.



Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

3. **High Level Milestones.**

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	06/19/2023	06/30/2023
2. SYSTEM INTEGRATION TESTING	07/03/2023	07/28/2023



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
3. USER ACCEPTANCE TESTING	07/31/2023	08/23/2023
4. CUTOVER	08/24/2023	08/29/2023
5. GO LIVE	08/30/2023	08/30/2023

4. **Work Location.**

Services against this SOW shall be performed offsite.

5. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

6. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.



The State	Contractor
<p>The State will provide Contractor personnel with licenses or access to the software (including 3rd party software) and tools reasonably required to perform the Services.</p>	
<p>The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.</p>	
<p>The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to</p>	



The State	Contractor
those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

7. **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

8. **Project Assumptions.**

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.



- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that TP-500 SAP Webservice (ITSM 8000002838) will be scheduled as part of August 2023 release. If the release is scheduled for a different release date, past the August 2023 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xiii. For ATCI team members, VDI access (estimated up to 1 VDI) and Developer license key cost (estimated up to 1 license) will be added to the project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor's fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described ("Professional Fees").



Description	Estimated Duration	Planned Resource Location*	Price
TP-500 SAP Webservice (ITSM 8000002838)	June 2023 – August 2023	Offshore – 1 Onshore – 1	\$18,510.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-500 SAP Webservice (ITSM 8000002838) – ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	7/1/2023	\$12,031.50
TP-500 SAP Webservice (ITSM 8000002838) - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	9/1/2023	\$6,478.50
	Total	\$18,510.00

3. Expenses.

No travel expenses will be paid by the State.



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 007-2023

For

FTE Additional Tickets

This Statement of Work 007-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about July 5th, 2023 ("Effective Date") and shall be completed on or about December 31st, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Scope includes the following incidents:

- 8000002788: FTE - Incorrect Next Return Due Date
- 8000002665: Decimal doesn't populate on form/schedule
- 8000002599: Add As Corrected field to refund line
- 8000002804: Add As Corrected and As Audited Fields
- 8000002799: Physical Address for FTE req. on MTO

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the above functionality.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

1. Out of Scope.

- Application Development work other than SAP ECC and MTO.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

2. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.



Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

3. [High Level Milestones.](#)

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	07/05/2023	07/31/2023
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	07/17/2023	09/29/2023



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
3. SYSTEM INTEGRATION TESTING	10/02/2023	11/21/2023
4. USER ACCEPTANCE TESTING	10/19/2023	11/28/2023
5. CUTOVER	11/29/2023	12/07/2023
6. GO LIVE	12/08/2023	12/08/2023

4. [Work Location.](#)

Services against this SOW shall be performed offsite.

5. [Equipment Resources.](#)

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

6. [Responsibilities of Each Party.](#)

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to



The State	Contractor
	work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this	



The State	Contractor
SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

7. [Change Control Process.](#)

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

8. [Project Assumptions.](#)

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes



implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.

- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that this SOW will be scheduled as part of December 2023 release. If the release is scheduled for a different release date, past the December 2023 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xiii. For ATCI team members, VDI access (estimated up to 4 VDI) and Developer license key cost (estimated up to 2 licenses) will be added to the project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.

II. Payment Terms and Conditions.



1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
SOW 007-2023 FTE Additional Tickets	July 2023 – December 2023	Offshore – 4 Onshore – 1	\$143,672.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
SOW 007-2023 FTE Additional Tickets – ANALYSIS AND FUNCTIONAL DESIGN	08/01/2023	\$50,285.20
SOW 007-2023 FTE Additional Tickets – TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	10/02/2023	\$50,285.20
SOW 007-2023 FTE Additional Tickets - SYSTEM INTEGRATION TESTING	12/01/2023	\$35,918.00
SOW 007-2023 FTE Additional Tickets - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	01/01/2024	\$7,183.60
	Total	\$143,672.00

3. Expenses.

No travel expenses will be paid by the State.



Appendix.

A. Glossary of Terms

a. RICEFWT

- i. R – Reports
- ii. I – Interfaces
- iii. C – Conversion
- iv. E – Extensions
- v. F – Forms / notices
- vi. W – Workflows
- vii. T – Tax forms and BRF+ objects

B. RICEFWT Inventory

Based on preliminary analysis, Accenture team has collected and prepared the following RICEFWT inventories that is applicable for a potential change to implement the FTE incidents in scope as part of this SOW.

RICEFWT List:

Program Type	Total Count
00 – Configuration	0
01 - Reports	0
02 - Interface	1
03 – Conversion	0
04 - Enhancement	0
05 - Forms	0
06 - Workflow	0
07 - Tax form and BRF+	1
08 - BW Reports	0
09 - MTO Integration	5
Total	7



SL #	Process Area	Program Type	RICEFWT - Description	New/Modify	Technical component name(s)
1	05 - Cross / Custom	09 - MTO Integration	TC25 W19 - MTO FTE Summary Page	Modify	ITSM# 8000002788
2	05 - Cross / Custom	09 - MTO Integration	TC25 W19 - MTO FTE File & Pay Options	Modify	ITSM# 8000002665
3	05 - Cross / Custom	09 - MTO Integration	TC25 W19 - MTO FTE UPE	Modify	ITSM# 8000002665
4	05 - Cross / Custom	09 - MTO Integration	TC25 W04 - MTO Home Page for Fast File	Modify	ITSM# 8000002665
5	02 - Returns processing	07 - Tax form	TI06 FE1 - FTE Tax Return Processing	Modify	ITSM# 8000002599 and 8000002804
6	02 - Returns processing	02 - Interface	TI06 T06 INT12 - Data Extract from SAP to Datawarehouse	Modify	ITSM# 8000002599 and 8000002804
7	05 - Cross / Custom	09 - MTO Integration	TC25 W05 - FTE Registration	Modify	ITSM# 8000002799



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

CONTRACT CHANGE NOTICE

Change Notice Number **44**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
	Contract Administrator	Shannon Romein	DTMB
		517-898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective June 5, 2023, this Contract has been amended as follows:

- The attached SOW 005-2023 is hereby incorporated into this Contract for a new report to be created to extract FTE information relevant to IIT Department and external agencies. Total cost of this project is \$49,720.00. No additional funding is needed at this time; Existing funds are adequate to support this change.
- The attached Amendment 1 is incorporated into the Contract to amend Change Notice 32 - TP - 499 Partnership Audit Adjustment (PAA) Tax to add two new letters 5866 - Penalty Waiver Request and 5867 - Statement of Account History, one new quarterly and annual PAA report for Financial Services and to update the PAA scope to include additional requirements and exclude obsolete requirements. Total cost of this project is \$54,620.00. No additional funding is needed at this time; Existing funds are adequate to support this change.
- Please note, the State's Contract Administrator has been changed to Shannon Romein.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 005-2023

For

FTE - IIT SAP Report (ITSM 8000002823)

This Statement of Work 005-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about June 15th, 2023 ("Effective Date") and shall be completed on or about October 30th, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Scope includes the following:

- New Excel report will be created to extract FTE information relevant to IIT Department and external agencies.

Business Function	Current Process	Scope change
Taxpayer & Revenue Accounting	1. The current interface to IIT runs daily sending only the information that has not previously been sent. 2. The result file is directly placed to a folder in an IIT server.	Create a new report that will run in a bi-weekly basis generating and Excel file.

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the above functionality.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Out of Scope.

- Application Development work other than SAP ECC.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

5. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.



Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

6. [High Level Milestones.](#)

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	06/15/2023	08/31/2023



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
2. SYSTEM INTEGRATION TESTING	09/01/2023	09/27/2023
3. USER ACCEPTANCE TESTING	09/11/2023	09/27/2023
4. CUTOVER	09/28/2023	10/05/2023
5. GO LIVE	10/06/2023	10/06/2023

7. **Work Location.**

Services against this SOW shall be performed offsite.

8. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

9. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to



The State	Contractor
	work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this	



The State	Contractor
<p>SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

10. [Change Control Process.](#)

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

11. [Project Assumptions.](#)

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes



implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.

- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that FTE - IIT SAP Report (ITSM 800002823) will be scheduled as part of October 2023 maintenance release. If the release is scheduled for a different release date, past the October 2023 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xiii. For ATCI team members, VDI access (estimated up to 1 VDI) and Developer license key cost (estimated up to 1 license) will be added to the project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.

II. Payment Terms and Conditions.



1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
FTE - IIT SAP Report (ITSM 8000002823)	June 2023 – October 2023	Offshore – 1 Onshore – 1	\$49,720.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
FTE - IIT SAP Report (ITSM 8000002823) – ANALYSIS, FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2023	\$32,318.00
FTE - IIT SAP Report (ITSM 8000002823) - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	10/9/2023	\$17,402.00
	Total	\$49,720.00

3. Expenses.

No travel expenses will be paid by the State.

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #32

For
STATEMENT OF WORK 004-2022
For
TP - 499 Partnership Audit Adjustment (PAA) Tax

This Amendment #1 (“AMD”) to Contract Change Notice #32 dated September 15, 2022, (mutual signature date) reflects changes to Statement of Work 004-2022 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 004-2022 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	TP - 499 Partnership Audit Adjustment (PAA) Tax

Describe the Change(s): This Change Request is to: Update scope and increase Fees by \$54,620.00 to implement three change requests listed below to align with 23.12.1 (12/8/2023).

- **CR009325** to add 2 new letters 5866 - Penalty Waiver Request and 5867 - Statement of Account History to the scope (\$54,620.00)
- **CR009361** to add one new quarterly and annual PAA report for Financial Services to the scope (\$0.00)
- **CR009312** to update the PAA scope to include additional requirements and exclude obsolete requirements (\$0.00)

1. SOW Section I, Services Scope (“Services”) is updated as follows:

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and deploy the new tax Partnership Audit Adjustment (PAA).

Scope includes the following:

- Project Initiation which includes Contractor resource onboarding and agreed upon project schedule.
- Business process Analysis and BLUEPRINT AND CONFIGURATION Update with Fit/GAP Analysis
- Configuration of required parameters in SAP to process Partnership Audit Adjustment (PAA) Tax
- Functional Analysis & Design including Functional Requirements for each RICEFWT object; Requirements Traceability Matrix
- Technical Design including technical specifications documentation reviewed and approved for each modified RICEFWT object, Updated Requirements Traceability Matrix
- Build and Unit Testing which includes Transports to QA environment; System Test Integration entry criteria met; Updated Requirements Traceability Matrix
- System Integration Test Support including System Test Integration exit criteria met regarding defect correction.

- User Acceptance Test Support & Implementation and Delivery including: UAT exit criteria met regarding defect correction.
- Deployment plan; Operational Readiness and Monitoring Plan
- Contractor will manage its Application Development team.

The scope includes the new Partnership Audit Adjustment (PAA) Tax High-level Requirements below:

1. Similarities – CIT. The core processing of Partnership would follow CIT core processing rules unless it is mentioned as a change below. This is applicable predominantly to generic reports, interfaces, Enhancements, letters etc. for Example: these are example but not limited to
 - NR P&I rules. This is part of the core MIITAS architecture unless some rules are specific to a particular Tax. As per the direction received (clarity reference R10164), no additional P&I rules are applicable to PAA except those rules that are defined for FTE and those will be applicable for PAA without any changes to the rules.
 - Reports – There are various generic reports that supports across Taxes. Those reports are extended to support Partnership Audit behaving similar way as CIT unless it is part of the requirements to build new report itself specific to Partnership Audit
2. Registration –
 - Incoming Payment: from 4P Interface if FEIN already exist and registered for Business Taxes (for ex CIT, SUW) in SAP ECC. Only creating contract object if Partnership Contract object does not exist yet.
 - Incoming Return: from return filing channel from MTO, the master data (either business partner or contract account or contract object of PAA type) will be created if does not exist based on the information provided on the return by the taxpayer.
 - New Tax Type, revenue Type
 - Filing Frequency – Annual or fiscal, Optional. No delinquency
3. Tax return
 - Annual return -
 - 5870 - PAA MI Federal Adjustments Report
 - 5871 - PAA Schedule for the Pay Up Election
 - 5872 - PAA Schedule for the Push Out Method
 - 5873 - Signature of State Partnership Representative for the Taxpayer Filing Form 5870
 - New Return and BRF+ set up
 - UPE – Not Applicable
 - Amendment Eligible - Yes.
 - Audit Eligible – Yes.
 - Extension Filing with Accept and Deny - Not Applicable
 - TBOR - Yes
 - Grace period - Yes
 - Channels –MTO
 - Return from return - Not Applicable.
 - P&I – Yes – NR P&I, Late P&I. Similar to FTE
 - Refund – Yes - Default
 - Carry Forward – Not Applicable
 - Internal Transfer – Not Applicable
 - Credit Schedules, deductions – No
4. Accounting
 - General ledger and posting set up for New Tax – Tax, Penalty, Interest, Payments, and Refunds.

- Payments (4P) – Yes.
 - MTO
 - Remittance processor – One Voucher payments for paper check – (Annual Payment and ‘Payment in anticipation of Liability’). The Voucher is developed outside of SAP and MTO managed by OFS Team but when processed by Bank, the 4P Payment interface should recognize and process it in SAP
 - Estimated payment – Yes. Rename as ‘Payment in anticipation of Liability’.
 - SIGMA – Yes, like FTE
 - Revenue distribution – Yes,
 - Via Report Like P&I reclass of MBT/CIT/FTW.
 - Potential split of Revenue based on the return reported (Partnership corporate and Individual), All revenues posted initially to the corporate bucket, a report will be used to read the return data as reported (corporate and Individual) to split the revenue at FI level to report to SIGMA,. the details need to be flush out in design sessions of Phase 1.
5. Collections
- Delinquency reporting and notice- No
 - Computed Assessment- Not Applicable
 - Financial Dunning – Same as CIT and/or Business Taxes. The current Business Tax dunning moves the debt to STAR after certain interval (number of days) lapsed once the return is processed and a balance due. Partnership would follow the same process.
 - STAR / SAP S4 (collection system) – Yes. Both outgoing and incoming
 - Siebel - Yes
6. Others ECC Process (Major)
- Data Warehouse – Yes.
 - Approximate notice –
 - 5862 - Notice of Refund adjustment
 - 5863 - Notice of Additional Tax due
 - 5864 - Additional Information letter like CIT
 - 5865 - Payment Statement Letter like CIT
 - 5866 - Penalty Waiver Request (Added via Clarity Change Request# CR009325)
 - 5867 - Statement of Account (Added via Clarity Change Request# CR009325)
7. Michigan Tax Online (MTO)
- No Tiles for PAA
 - Home Page/New button for PAA under guest services
 - File the report / return. Push-out and pay-up options. Push out is only to capture the information without any associated backend processing. Pay-up report is considered a return in back-end and will be processed using the end to end tax return functionality.
 - Pay a Report / Tax Return. Payments applicable – Annual payment, Payment in Anticipation of liability and Audit Payment
 - Print draft function.
 - Upload attachment(s) - PDF for Form 8082, PDF for Form 886-A, PDF for Authority to Act attachment and PAA report / return.
 - Manage My Business (Business Address, Business Details, Discontinue My Business / Tax Type, Owners, Officers and Partners, Registered Tax, View History of changes)
 - Additional Services-> Link collections e-service
 - Registration page like FTE (see not above under registration for details)
8. BI/BW Relevant
- Yes – Similar to CIT

9. Data Conversion
 - Not Applicable
10. File Net for storing the pdf images for the outgoing letter and upload federal attachment(s)
11. Siebel, E-Services integration for IVR functionality. Same as CIT. No New functionality planned to be built specific to Partnership Audit

2. **SOW Section I**, Out of Scope section is updated as follows.

#	Business Area	Out of scope Requirements
1	Collections	<ul style="list-style-type: none"> Delinquency / non-filers reporting and letter, computed Assessment
2	Tax Return	<ul style="list-style-type: none"> Carry forward, internal Transfers, no other channels except MTO. No UPE
3	Registration	<ul style="list-style-type: none"> No update to 518
4	Payments	<ul style="list-style-type: none"> Quarterly voucher Voucher payment in MTO Extension and Extensions Enablement
5	MTO	<ul style="list-style-type: none"> Tiles and Authentication services
6	Generic Report – SAP and BW report. See Appendix for Detailed RICEFWT list	<ul style="list-style-type: none"> There are 18 SAP and BW reports that were discovered as generic report during the FTE Phase with no development changes required to support new Tax. However, An Analysis and string test was conducted with required documentation during the FTE phase to ensure the integrity. For Partnership Audit Adjustment (PAA) – It is assumed that those reports will support PAA Tax As-Is. No additional analysis and String test will be conducted by the App Dev Team on those reports. During the SIT and UAT, if any issues identified will be handled via the change request process. See the Appendix for the list of 18 reports.
7	MTO and SAP	<ul style="list-style-type: none"> Phase 0 – Enabling payments using the Guest Services → FastPay

3. **SOW Section I**, High Level Milestones is updated as follows.

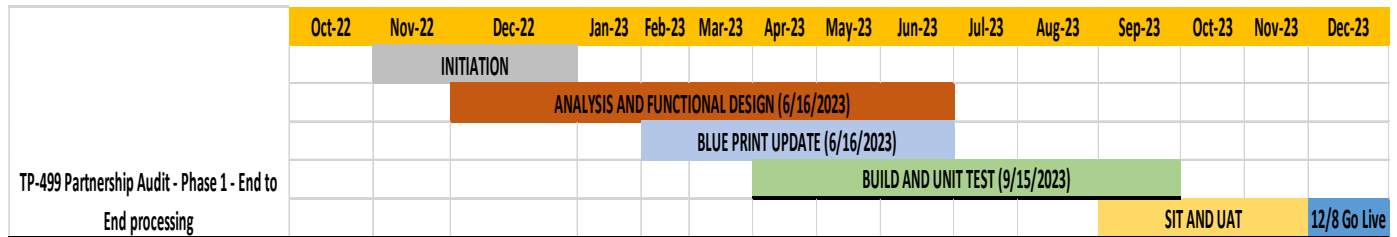
A. The following tables are deleted in its entirety:

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
		INITIATION													
		ANALYSIS AND FUNCTIONAL DESIGN													
TP-499 Partnership Audit - Phase 1 - End to End processing					BLUE PRINT UPDATE										
							BUILD AND UNIT TEST				SIT AND UAT		12/8 Go Live		

Below are the milestones for TP - 499 Partnership Audit Adjustment (PAA) Tax related scope:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/15/2022	12/30/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	12/15/2022	5/31/2023
3. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	2/1/2023	5/31/2023
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	4/3/2023	8/31/2023
5. SYSTEM INTEGRATION TESTING	9/1/2023	11/8/2023
6. USER ACCEPTANCE TESTING	11/2/2023	11/29/2023
7. CUTOVER	11/30/2023	12/7/2023
8. GO LIVE	12/8/2023	12/8/2023

B. The following tables are added to this section:



Below are the milestones for TP - 499 Partnership Audit Adjustment (PAA) Tax related scope:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/15/2022	12/30/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	12/15/2022	6/16/2023
3. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	2/1/2023	6/16/2023
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	4/3/2023	9/15/2023
5. SYSTEM INTEGRATION TESTING	9/1/2023	11/8/2023
6. USER ACCEPTANCE TESTING	11/2/2023	11/29/2023
7. CUTOVER	11/30/2023	12/7/2023
8. GO LIVE	12/8/2023	12/8/2023

4. SOW Section I, Project Assumptions will be updated with new assumptions below.

- xxxv. Analysis and Functional Design tasks will be completed by 5/31/2023 except for the objects below, which are targeted to be completed by 06/16/2023.
- TI11 R19 RPT 019 - TAM RPT 019 - P&I GL Reclassification report including post.
 - New Report - To Split Revenue between Corporate and Individual.
 - 5866 - Penalty Waiver Request (Added via Clarity Change Request# CR009325).
 - 5867 - Statement of Account (Added via Clarity Change Request# CR009325)
- xxxvi. Technical Design, Build and Unit Test tasks will be completed by 8/31/2023 except for the objects below, which are targeted to be completed by 09/15/2023.
- TI11 R19 RPT 019 - TAM RPT 019 - P&I GL Reclassification report including post.
 - New Report - To Split Revenue between Corporate and Individual.
 - 5866 - Penalty Waiver Request (Added via Clarity Change Request# CR009325).
 - 5867 - Statement of Account (Added via Clarity Change Request# CR009325).

5. **SOW Section II**, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
TP - 499 Partnership Audit Adjustment (PAA) Tax	November 2022 – December 2023	Offshore – 20 Onshore – 6	\$2,513,440.00

B. The following table is added to this section by increasing fees by \$54,620.00:

Description	Estimated Duration	Planned Resource Location*	Price
TP - 499 Partnership Audit Adjustment (PAA) Tax	November 2022 – December 2023	Offshore – 20 Onshore – 6	\$2,568,060.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

6. **SOW Section II**, Payment Terms and Conditions, "Payment Structure" is updated as follows:

C. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP - 499 Partnership Audit Adjustment (PAA) - PROJECT INITIATION	1/3/2023	\$125,672.00
TP - 499 Partnership Audit Adjustment (PAA) - ANALYSIS AND FUNCTIONAL DESIGN - 40% Completion	4/1/2023	\$301,613.00
TP - 499 Partnership Audit Adjustment (PAA) - ANALYSIS AND FUNCTIONAL DESIGN - 100% Completion	6/1/2023	\$452,419.00
TP - 499 Partnership Audit Adjustment (PAA) - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	6/1/2023	\$125,672.00
TP - 499 Partnership Audit Adjustment (PAA) - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 30%	7/1/2023	\$226,210.00

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
Completion		
TP - 499 Partnership Audit Adjustment (PAA) - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 100% Completion	9/1/2023	\$527,822.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – September 2023	10/1/2023	\$209,453.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – October 2023	11/1/2023	\$209,453.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – November 2023	12/1/2023	\$209,454.00
TP - 499 Partnership Audit Adjustment (PAA) - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/3/2024	\$125,672.00
	Total	\$2,513,440.00

D. The following table is added to this section by increasing Fees by \$54,620.00 to implement CR009325 to add 2 new letters to the scope (\$54,620.00), CR009361 to add one new PAA report for Financial Services to the scope (\$0.00) and CR009312 to update the PAA scope (\$0.00) to align with 23.12.1 (12/8/2023):

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP - 499 Partnership Audit Adjustment (PAA) - PROJECT INITIATION	1/3/2023	\$125,672.00
TP - 499 Partnership Audit Adjustment (PAA) - ANALYSIS AND FUNCTIONAL DESIGN - 40% Completion	4/1/2023	\$301,613.00
TP - 499 Partnership Audit Adjustment (PAA) - ANALYSIS AND FUNCTIONAL DESIGN - 100% Completion	6/19/2023	\$452,419.00
TP - 499 Partnership Audit Adjustment (PAA) - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	6/19/2023	\$125,672.00
TP - 499 Partnership Audit Adjustment (PAA) - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 30% Completion	7/1/2023	\$226,210.00
TP - 499 Partnership Audit Adjustment (PAA) - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 100% Completion	9/18/2023	\$527,822.00
TP - 499 Partnership Audit Adjustment (PAA) - CR009325, CR009361 and CR009312 - ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 100% Completion	9/18/2023	\$38,234.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – September 2023	10/1/2023	\$209,453.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – October 2023	11/1/2023	\$209,453.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – November 2023	12/1/2023	\$209,454.00
TP - 499 Partnership Audit Adjustment (PAA) - CR009325, CR009361 and CR009312 - SYSTEM INTEGRATION TESTING	12/1/2023	\$16,386.00
TP - 499 Partnership Audit Adjustment (PAA) - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/3/2024	\$125,672.00
	Total	\$2,568,060.00

7. SOW Appendix C, RICEFWT Inventory tables are deleted in its entirety and replaced with the tables below.

Program Type	Total Count
00 - Configuration	4
01 - Reports	4
02 - Interface	16
03 - Conversion	0
04 - Enhancement	12
05 - Forms	7
06 - Workflow	2
07 - Tax form and BRF+	5
08 - BW Reports	2
09 - MTO Integration	13
Total	65

SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
1	TI04 236	01 - Registration	02 - Interface	TI04 236 - Z_TI04_236_SAP_TO_TACS_EXTRAC - Reg update SAP TO TACS	Modify	Simple
2	TC25 W04	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Home Page/New button for PAA under guest services	New	Medium
3	INT 31	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 31 SIGMA Warrant Feedback	Modify	Medium
4	204 ENH 005	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Clearing Event P590	Modify	Simple
5	TI11 R26 RPT 027	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 027 - Refunds Pending Processing	Modify	Simple
6	TI06 PA1	02 - Returns processing	00 - Configuration	Form, Scenario, Billing & Invoicing	New	NA
7	TI06 R69	05 - Cross / Custom	08 - BW Reports	R69 BW Backlog Report	Modify	Simple
8	TI04 232/ INT 910	01 - Registration	02 - Interface	INT 12 (TI04 232/ INT 910) - Data Extract from SAP to Datawarehouse Registration Data	Modify	Complex
9	TC25 W04	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Audit Payment	New	Complex
10	BLUEPRINT	00 - BluePrint	00 - Configuration	Blue Print Update	Modify	Complex
11	NA - FA	02 - Returns processing	04 - Enhancement	Events - FQ events	Modify	Simple

SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
12	TI11 INT 36	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 36 NOC Feedback (Inbound)	Modify	Simple
13	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+- Annual Return	New	Complex
14	TI06 R51	05 - Cross / Custom	08 - BW Reports	BW Collection by NAICS Report	Modify	Simple
15	INT 2 / TI04 231	01 - Registration	02 - Interface	INT 2 / TI04 231 - Siebel Interface for Registration Information	Modify	Simple
16	TC25 W05	01 - Registration	09 - MTO Integration	MTO and SAP Design: Manage My Business (Business Addresses, Business Details, Discontinue My Business, Owners, Officers & Partners, Registered Taxes), Account Access & History-> View History of Changes and Letter 5695 (Summary of changes) - consider only for POA section	New	Complex
17	TBD	05 - Cross / Custom	04 - Enhancement	Print Spool Bundling - Banner Page and Set up for Print Center	Modify	Simple
18	INT4P	03 - Taxpayer & Revenue Accounting	02 - Interface	4P Interface for Outside of Phase 0 Requirements	Modify	Simple
19	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Amendment	New	Medium
20	TI11 226 ENH	04 - Collections	04 - Enhancement	BRF+ rules rules for Dunning including Configurations	Modify	Medium
21	TC25 W20	05 - Cross / Custom	09 - MTO Integration	Additional Services-> Link collections e-service	New	Simple
22	TC25 W20	02 - Returns processing	09 - MTO Integration	MTO and SAP Design TC25 W18/W04 - Print Draft functionality in MTO and from return	New	Complex
23	TC25 W20	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and Download functions for schedule similar to FTE	New	Complex
24	TC25 W20	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and link Federal attachment when filing the return (integration with Filenet)	New	Complex
25	TC25 W20	05 - Cross / Custom	09 - MTO Integration	MTOand SAP Design - File and Pay a Tax Return, Amend and Pay Processed Returns and View and print Webpage similar to FTE	New	Complex
26	RP TI06 MIITAS RP FRM R40 TBOR LETTER	02 - Returns processing	05 - Forms	Notice of Refund Adjustment	New	Simple
27	TI11 255	03 - Taxpayer &	02 - Interface	INT NSF Interface	Modify	Medium

SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
		Revenue Accounting				
28	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Audit	New	Medium
29	TI11 272 INT 16B TI11 R06 RPT 013	04 - Collections	02 - Interface	STAR - 16B and Report TI11 R06 RPT 013 (Assessment Control Total Report)	Modify	Medium
30	NA - FA	03 - Taxpayer & Revenue Accounting	00 - Configuration	Main & Sub, posting areas, G/L	New	NA
31	RP TI06 MIITAS RP FRM R40 TBOR LETTER	02 - Returns processing	05 - Forms	Notice of Additional Tax Due	New	Simple
32	TI06 163	01 - Registration	07 - Tax form	BRF+ Rules and Processign logic Update - 151/163 form	New	Complex
33	R31 MIITAS FRM 006 ZMBT LETTERS	05 - Cross / Custom	05 - Forms	Payment Statement Letter	New	Simple
34	INT 33	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 33 Outbound Warrants (Refunds)	Modify	Simple
35	R31 MIITAS FRM 006 ZMBT LETTERS	02 - Returns processing	05 - Forms	Request for Additional Information (Ad-Hoc Letter - ZMBT_LETTERS)	New	Simple
36	TI06 PA1	02 - Returns processing	04 - Enhancement	Penalty and Interest calculation	New	Complex
37	TI11 218 INT 16A	04 - Collections	02 - Interface	STAR - 16A	Modify	Medium
38	NA - FA	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Back End refund Enablement - FPTCRPO	Modify	Simple
39	TI06 PA1	02 - Returns processing	04 - Enhancement	TBOR - Class Enhancements	Modify	Simple - Multiple
40	TI06 PA1/ TI06 241	02 - Returns processing	06 - Workflow	UWL build	New	Medium
41	INT 34	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 34 Vendor Extract File (inbound) - Ticket 8000000049 and 8000000761	Modify	Simple

SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
42	TI11 R19 RPT 019	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 019 - P&I GL Reclassification report including post	New	Complex
43	NA - FA	05 - Cross / Custom	00 - Configuration	Custom table configurations, TBORS	New	NA
44	TI06 PA1/ TI06 241	03 - Taxpayer & Revenue Accounting	06 - Workflow	Refund Approval	Modify	Simple
45	New	02 - Returns processing	05 - Forms	Tax return and schedules pdf (SFP Transaction and Print draft) (From Phase 1) (5870, 5871, 5872, 5873)	New	Simple
46	TC25 INT10	05 - Cross / Custom	02 - Interface	INT 10 – FileNet Interface	Modify	Simple
47	TI11 302 INT32	03 - Taxpayer & Revenue Accounting	02 - Interface	TI11 302 INT 32 Payment Reversal and Reclass to SIGMA	Modify	Simple
48	TI06 PA1	02 - Returns processing	04 - Enhancement	BRF+ Class Enhancements	Modify	Simple - Multiple
49	TI11 229	04 - Collections	04 - Enhancement	Clarification of STAR Payments - 229 ENH	Modify	Simple
50	TI11 R11 RPT 037 TI11 R44 RPT 039 TI11 R08 RPT 032	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 039 - Refund Revenue	Modify	Simple
51	TI06 242	02 - Returns processing	02 - Interface	Tax Return from TCB for Audit - ZRP_LOAD_TCB_TAX_RETURNS	Modify	Simple
52	TI06 PA1	02 - Returns processing	04 - Enhancement	Billing & Invoicing - Class Enhancements	Modify	Simple - Multiple
53	INT13	05 - Cross / Custom	02 - Interface	INT 13 – SIEBEL Interface (Payment and return)	Modify	Simple
54	TI06 327	02 - Returns processing	04 - Enhancement	Due date extension on Exceptions	Modify	Simple
55	TI06 T06 INT12	02 - Returns processing	02 - Interface	INT 12 - Returns, Payments Data Extract from SAP to Datawarehouse	Modify	Complex
56	TI06 PA1 Merge - TI06 246 UnMerge - TI06 247	02 - Returns processing	04 - Enhancement	Merge & Unmerge	Modify	Simple
57	TI11 R62	02 - Returns processing	01 - Reports	New Report - To Split Revenue between Corporate and Individual	New	Complex

SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
58	TI06 PA1	02 - Returns processing	07 - Tax form	General rules (Billing Throttle, Reopen Function, FTI data label..etc - Part of default Tax return Package functionality)	Modify	Medium
59	TC25 W18	03 - Taxpayer & Revenue Accounting	09 - MTO Integration	Batch Job Process for issues during registration	Modify	Medium
60	TC25 W20	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Handle Push-our Returns	New	Medium
61	TC25 W20	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and link PDF for Form 886-A attachment when filing the return (integration with Filenet)	New	Medium
62	TC25 W20	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and linkPDF for Form 8082 attachment when filing the return (integration with Filenet)	New	Medium
63	TC25 W20	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and linkPDF for Authority to Act attachment when filing the return (integration with Filenet)	New	Medium
64	R31 MIITAS FRM 006 ZMBT LETTERS	02 - Returns processing	05 - Forms	5866 - Penalty Waiver Request (Ad-Hoc Letter - ZMBT_LETTERS) - Like 5132 from SUW	New	Simple
65	R31 MIITAS FRM 006 ZMBT LETTERS	02 - Returns processing	05 - Forms	5867 - Statement of Account History (Ad-Hoc Letter - ZMBT_LETTERS) - Like 5136 from SUW	New	Simple

Change Notice Schedule Impact (from/to): Design completion date is moved from 5/31/2023 to 6/16/2023 and Build and Unit Test completion date is moved from 8/31/2023 to 9/15/2023 to accommodate CR009325.

Fee Impact: Increased Fees by \$54,620.00 to implement CR009325 to add 2 new letters to the scope (\$54,620.00), CR009361 to add one new PAA report for Financial Services to the scope (\$0.00) and CR009312 to update the PAA scope (\$0.00) to align with 23.12.1 (12/8/2023).

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



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

CONTRACT CHANGE NOTICE

Change Notice Number **43**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	
	Contract Administrator	Emily Oberlitner	DTMB
		517-599-2552	
		oberlitnere@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective 4/27/2023, the following amendment is hereby incorporated into the attached Statement of Work to amend Change Notice 35 to align with the project release date of May 3, 2023.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #35

For
STATEMENT OF WORK 005-2022
For
TP-521 Special Taxes To MiFACTS

This Amendment #1 (“AMD”) to Contract Change Notice #35 dated November 14, 2022, (mutual signature date) reflects changes to Statement of Work 005-2022 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 005-2022 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	SOW 005-2022 TP-521 Special Taxes To MiFACTS

Describe the Change(s): This is a \$0 Change Request to move the Go Live date from April 27, 2023, to May 03, 2023, for aligning with the new release date for MiFACTS as per **CR009234**.

1. SOW Section 1, Term, is updated as follows:

The Services will be performed by Contractor commencing on or about November 1st, 2022 (“Effective Date”) and shall be completed on or about May 31st, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.

2. SOW Section 7, High Level Milestones, is updated as follows:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS AND FUNCTIONAL DESIGN	11/1/2022	11/30/2022
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	12/1/2022	1/10/2023
3. SYSTEM INTEGRATION TESTING	1/26/2023	3/28/2023
4. USER ACCEPTANCE TESTING	3/15/2023	4/04/2023
5. CUTOVER AND GO LIVE	5/03/2023	5/03/2023

3. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

Description	Estimated Duration	Planned Resource Location*	Price
TP-521 Special Taxes To MiFACTS	November 2022 – May 2023	Offshore – 1 Onshore – 1	\$25,725.00

4. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP – 521- ANALYSIS AND FUNCTIONAL DESIGN	12/1/2022	\$7,717.50
TP – 521 - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/10/2023	\$10,290.00
TP – 521 - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING	4/7/2023	\$4,000.00
TP – 521 - CUTOVER AND GO LIVE	5/12/2023	\$3,717.50
	Total	\$25,725.00

Change Notice Schedule Impact (from/to): Updated the Release milestone from April 27, 2023, to May 03, 2023 as per **CR009234**.

Fee Impact: This is a \$0 Change Request to move the Go Live date from April 27, 2023, to May 03, 2023, for aligning with the new release date for MiFACTS.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



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

CONTRACT CHANGE NOTICE

Change Notice Number **42**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
Contract Administrator	MeffordD@michigan.gov		
	Emily Oberlitner	DTMB	
	517-599-2552		
		oberlitnere@michigan.gov	

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,479,027.00	\$0.00	\$53,479,027.00

DESCRIPTION

Effective 3/14/2023, the attached Statement of Work (SOW) is hereby incorporated into this Contract. The total cost for this SOW is \$617,157.00 and funding is provided through previous Ad Board approval on 9/12/2019.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 004-2023

For

Year End Project for 2023 (DWT-250 Business Tax and TP-522 City Tax)

This Statement of Work 004-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about March 15th, 2023 ("Effective Date") and shall be completed on or about December 31st, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

- Changes to the Michigan Integrated Tax Administration System (MIITAS) for 2023 consist of tax year end enhancements to City Individual, City Corporate, and City Withholding Year End Changes (TP-522) and the MBT, MRE, CIT, SUW, FTE, MTO and MMF Year End Changes (DWT-250) to support the 2023 tax year. Specifically, this project converts the 2022 tax year program to the 2023 tax year. This will include any legislatively mandated changes and forms, supporting business processes, and interfaces.
- The scope will also include development, SIT and UAT support for MTO Angular Upgrade from 14.x to a higher version which is released by Google by June 15th, 2023.
- The scope will also include switching the new payment process to “Paymentus” from “Pay connection” in MTO.

Should the Contractor not use all the projected hours identified in Section II (1) or the additional hours required to deliver the defined scope, a jointly signed amendment to this SOW will be pursued.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC and MTO.
- ESA changes for 2023 Tax Year.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- Any changes required in SIGMA, STAR, JPMC or DW are responsibility of State.



6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.



DWT-250 Business Tax and TP-522 City Tax: Overall schedule

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	03/15/2023	03/31/2023
2. ANALYSIS AND FUNCTIONAL DESIGN	04/03/2023	07/28/2023
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	05/1/2023	09/29/2023
4. SYSTEM INTEGRATION TESTING	09/07/2023	11/21/2023
5. USER ACCEPTANCE TESTING	10/19/2023	11/28/2023
6. CUTOVER	11/29/2023	12/07/2023
7. GO LIVE	12/08/2023	12/08/2023

DWT-250 Business Tax and TP-522 City Tax Gantt chart by Tax area: The Application build is planned in 2 phases to QA:

- Phase 1 of YE-23 changes – MBT, CIT, FTE, SUW, Paymentus and Angular upgrade on 09/05/2023 (as per RMP)
- Phase 2 of YE-23 changes – DETI, DETC, DETW – 10/01/2023

Considering FY23 projects and configuration management plan, the below Gantt chat is prepared that is optimized and a phase wise approach that Accenture and DTMB Testing can accommodate. This allows the final draft forms to be available to Accenture by forms Team like YE21 so that YE changes can be released with the projects using one Landscape.



Tax Area	Project Dependency	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	10/8/23	Oct-23	Nov-23	Dec-23
DETI - CITY Individual Form first draft - 05/27, Final Draft - 07/09	None			Forms Design	Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/08 Go Live	
DETC - CITY CORPORATE Form first draft - 04/15, Final Draft - 06/03	None			Forms Design	Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT UAT		12/08 Go Live	
DETW - CITY Withholding Form first draft - 05/20, Final Draft - 06/25	None			Forms Design	Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT UAT		12/08 Go Live	
MBT - Michigan Business tax Form first draft - 04/29, Final Draft - 06/18	None			Forms Design	Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT		12/08 Go Live	
CIT - Corporate Income Tax Form first draft - 04/01, Final Draft - 06/03	None			Forms Design	Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/08 Go Live	
FTE - Flow-Through Entity Tax Form first draft - 04/01, Final Draft - 06/03	None			Forms Design	Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/08 Go Live	
SUW - Sales, Use and Withholding Form first draft - 04/29, Final Draft - 06/18	PAA (MTO) TP-531			Forms Design	Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/08 Go Live	
Angular Upgrade	PAA (MTO)				Requirement ANALYSIS							
							BUILD AND UNIT TEST		SIT and UAT		12/08 Go Live	
Paymentus Update* - JPMC (JPMC finalize by April)	PAA (MTO)	JPMC										
			Requirement ANALYSIS									
							BUILD AND UNIT TEST		SIT and UAT		12/08 Go Live	

8. Work Location.

Services against this SOW shall be performed offsite.

9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office	



The State	Contractor
space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.



12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions from April 2023 onwards to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email. Business Provides the final draft as mentioned in Gantt chat, Changes permitted after it via Change Control.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x. A separate SOW will be submitted for ESA 2023 changes which are expected to go live as part of April 2024 release.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY23 Release schedule.



- xiii. Any existing issues discovered during analysis or SIT/UAT need to be handled using M&O established channels.
- xiv. Contractor assumes that Year End Project for 2023 (TP-522 and DWT-250) will be scheduled as part of December 2023 release. If the release is scheduled for a different release date, past the December 2023 release date, if required, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- xv. Contractor assumes that CITY Tax is NOT impacted by any other project changes and can be released stand alone to QA on proposed date. If there is a tie up with other projects, the other projects need to be aligned with CITY YE timelines.
- xvi. The solution for this SOW is based on the object changes from 2022 Year End project listed below plus additional scope to implement JPMC Paymentus update and Angular upgrade to next version as released by Google:

Type of Change	Complexity	Volume
Year End update for Text changes in various forms	Simple	95
Year End Configuration changes	N/A	22
Utility/Enhancement	Complex	13
Total		130

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a time and materials basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).



Role	Area	Roll on Date	Roll off Date	Location	Rate Card Rates for April 2023 to September 2023*			Rate Card Rates for October 2023 to December 2023			Estimated Hours	Fees
					Hours	Rate	Cost	Hours	Rate	Cost		
SAP Sr Business Analyst	Business Tax	4/3/2023	12/31/2023	Onshore	860	\$229	\$196,940.00	290	\$246.70	\$71,543.00	1150	\$268,483.00
UI Sr Developer	Business Tax	4/15/2023	12/31/2023	ATCi	750	\$51	\$38,250.00	250	\$54.94	\$13,735.00	1000	\$51,985.00
Java Sr Developer	Business Tax	4/15/2023	12/31/2023	ATCi	225	\$51	\$11,475.00	75	\$54.94	\$4,120.50	300	\$15,595.50
ABAP Sr Developer/BRF+	Business Tax	4/15/2023	12/31/2023	ATCi	750	\$53	\$39,750.00	300	\$57.10	\$17,130.00	1050	\$56,880.00
ABAP Sr Developer/BRF+	Business Tax	4/15/2023	12/31/2023	ATCi	380	\$53	\$20,140.00	140	\$57.10	\$7,994.00	520	\$28,134.00
SAP Sr Business Analyst	City Tax	4/3/2023	12/31/2023	Onshore	100	\$229	\$22,900	205	\$246.70	\$50,573.50	305	\$73,473.50
ABAP Sr Developer/BRF+	Business Tax	4/15/2023	12/31/2023	ATCi	405	\$53	\$21,465.00	135	\$57.10	\$7,708.50	540	\$29,173.50
ABAP Sr Developer/BRF+	City Tax	4/15/2023	12/31/2023	ATCi	465	\$53	\$24,645	155	\$57.10	\$8,850.50	620	\$33,495.50
SAP Sr Business Analyst	Business Tax	4/3/2023	12/31/2023	ATCi	900	\$49	\$44,100.00	300	\$52.79	\$15,837.00	1200	\$59,937.00
	DWT-250 Business Tax				4,270		\$372,120.00	1,490		\$138,068.00	5,760	\$510,188.00
	TP-522 City Tax				565		\$47,545.00	360		\$59,424.00	925	\$106,969.00
	Total				4,835		\$419,665.00	1,850		\$197,492.00	6,685	\$617,157.00
SOW Total Value											\$617,157.00	

*Per Change Notice 30, Rate Card Rates change from 2022 rates to 2023 rates effective October 2023.

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State’s time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.

2. **Payment Structure.**

Contractor will generate invoices, based on expected billable hours each month.

3. **Expenses.**

No travel expenses will be paid by the State.



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

CONTRACT CHANGE NOTICE

Change Notice Number **41**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Emily Oberlitner	DTMB
oberlitnere@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$53,479,027.00	\$0.00	\$53,479,027.00

DESCRIPTION

Effective 2/28/2023, the following Statement of Work for DWT-232, Phase 2 Migrate TTF from BDS project is hereby incorporated into the Contract. This is for Phase 2 of 3 for simplifying the planned future migration to SAP S/4 HANA platform. The funds needed for this project (\$1,034,515.00) have been previously approved from the 9/12/2019 Ad Board.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval and State Administrative Board approval on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 002-2023

For

DWT-232 Phase 2 - Migrate to TTF from BDS (ITSM 8000001497)

This Statement of Work 002-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about March 1st, 2023 ("Effective Date") and shall be completed on or about April 30th, 2024, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-232 Phase 2 - Enable TTF and Migrate to TTF from BDS (ITSM 8000001497) changes listed below.

Enable TTF and Migrate to TTF from BDS (Business document services) for Taxes listed below until 2022 Tax returns. Please refer to Appendix for the list of objects in scope.

1. DETC
2. DETW
3. DETI
4. REG
5. SUW
6. CIT
7. MBT
8. ESA
9. MMF
10. FTW

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC.
- System integration test (SIT) and UAT are the responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- No BRF to BRF+ conversion in scope.
- MRE and FTE changes are Out of scope (Already on TTF).



6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

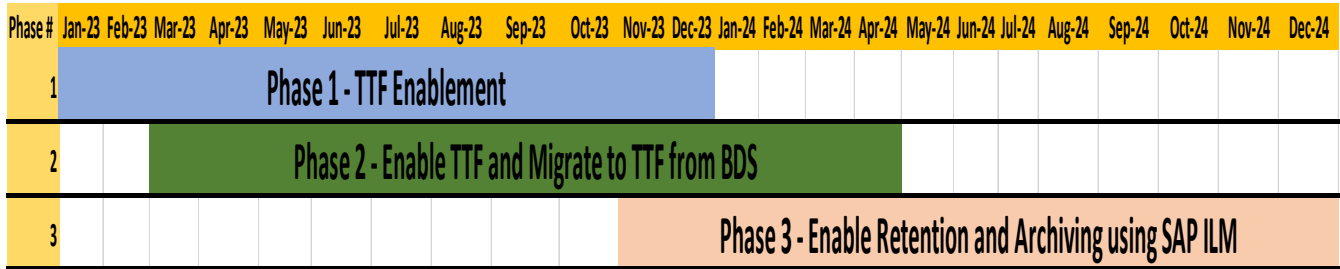
Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



7. High Level Milestones.

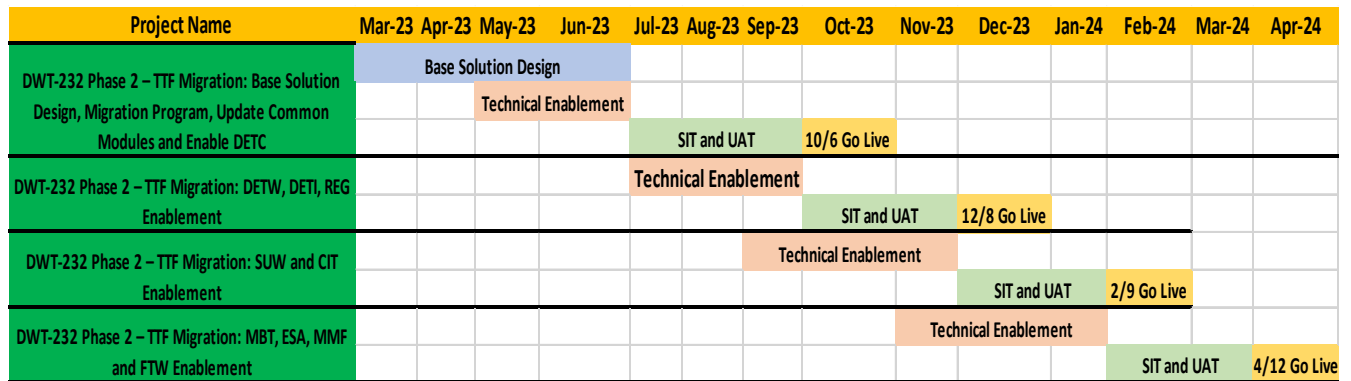
The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office as per the below Gantt chart.

DWT-232 Data Archiving and Retention Management in SAP (Phase 1, Phase 2, and Phase 3) Overall Gantt Chart:



This SOW 002-2023 is for Phase 2 - Enable TTF and Migrate to TTF from BDS. A separate SOW is planned for each phase.

Phase 2 - DWT-232 TTF Migration Gantt Chart:





- Below are the estimated milestones for DWT-232 Phase 2 TTF Migration scope for Base Solution Design, Migration Program, Update Common Modules and Enable DETC:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	3/1/2023	3/31/2023
2. BASE SOLUTION DESIGN	3/1/2023	6/30/2023
3. TECHNICAL ENABLEMENT	5/1/2023	6/30/2023
4. SYSTEM INTEGRATION TESTING	7/5/2023	9/27/2023
5. USER ACCEPTANCE TESTING	8/1/2023	9/27/2023
6. CUTOVER	9/28/2023	10/5/2023
7. GO LIVE	10/6/2023	10/6/2023

- Below are the estimated milestones for DWT-232 Phase 2 TTF Migration scope for DETW, DETI, REG Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	7/5/2023	9/29/2023
2. SYSTEM INTEGRATION TESTING	10/2/2023	11/21/2023
3. USER ACCEPTANCE TESTING	10/19/2023	11/28/2023
4. CUTOVER	11/29/2023	12/7/2023
5. GO LIVE	12/8/2023	12/8/2023



3. Below are the estimated milestones for DWT-232 Phase 2 TTF Migration scope for SUW and CIT Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	9/1/2023	11/30/2023
2. SYSTEM INTEGRATION TESTING	12/1/2023	1/23/2024
3. USER ACCEPTANCE TESTING	1/3/2024	1/31/2024
4. CUTOVER	2/1/2024	2/8/2024
5. GO LIVE	2/9/2024	2/9/2024

4. Below are the estimated milestones for DWT-232 Phase 2 TTF Migration scope for MBT, ESA, MMF and FTW Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	11/1/2023	1/31/2024
2. SYSTEM INTEGRATION TESTING	2/1/2024	3/23/2024
3. USER ACCEPTANCE TESTING	3/1/2024	4/3/2024
4. CUTOVER	4/4/2024	4/11/2024
5. GO LIVE	4/12/2024	4/12/2024

5. Work Location.

Services against this SOW shall be performed offsite.



6. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

7. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third	



The State	Contractor
<p>party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	



8. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

9. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. There will be no hardware or software acquisitions for, or because of this project.
- vi. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- vii. DTMB PMO team will manage this project.
- viii. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.



- ix. Contractor will engage some of the existing M&O staff on this Project and those position(s) will be backfilled to avoid any impact to the M&O team's throughput.
- x. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xi. The implementation plan for this SOW is developed referencing 2023 Release schedule.
- xii. For ATCI team members, VDI access and Developer license key cost will be added to the DWT-232 project by DTMB.
- xiii. The solution and pricing are based on ATCI team having access to QA landscape, BI/BW landscape and assumes that State will provide VDI system access to Contractor's offshore team (estimated up to 5 VDI) and assumes that State will provide laptops to Contractor's onshore team (estimated up to 3 laptops).
- xiv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.
- xv. Transparent Table for Forms (TTF) is a standard SAP Function. It is assumed that SAP allows both BDS content and TTF depending upon the time slice, for example – Tax returns using the BDS / XML content can still use until 2022 tax returns and TTF can support starting 2023. The solution is built on this assumption. Accenture and DTMB will work together with SAP for any issues arises.
- xvi. No BRF to BRF+ conversion in scope. It is assumed that TTF supports BRF that is being used by MBT.
- xvii. No processing rules, letter changes or design changes are part of the scope.
- xviii. The overall solution assumes that a base solution design / prototype will be built along with one Tax type, reviewed with DTMB TRB and once agreed, other Taxes can be enabled in using the base solution design.
- xix. No Business requirements gathering required due to the Solution is technical in nature. Thus, no Functional Analysis or functional design will be delivered except the one Solution Design that includes the technical steps required to enable the TTF and What Taxes and forms included in.
- xx. No Design documentation update is applicable and will be delivered except the Unit Test document.
- xxi. Standard SAP supports reading the data from both XML and TTF Storage. The Scope includes Enabling TTF for all Forms and minor adjustment that is required to enable TTF switch
- xxii. No BI/BW change are required as it reads the standard module.
- xxiii. Enable TTF for Form data storage going forward. This solution supports old returns with XML Bulb/BDS content storage while the new returns created in TTF.



- xxiv. Contractor assumes that SAP Standard module supports both XML and TTF for a form bundle with different form version for each version.
- xxv. The Loading channels must be updated to use XML Bulb or TTF depending upon the year for which the return is submitted.
- xxvi. Contractor assumes that all Tax returns loading, display, Amendment, Billing must be regression tested by DTMB Testing team.
- xxvii. Contractor assumes that while the overall technical solution and approach poses certain risk considering the critical data migration and lack of use case / implementation in SAP TRM, the overall risk can be mitigated by the following ways:
 - a. Thorough Technical solution design sessions and collaboration between App Dev, TRB, Basis, Testing, Scheduling.
 - b. Review Technical solution Approach with SAP using the established channel by DTMB.
 - c. Implementing solution and enabling by Tax Type so that any issues encountered in production can be addressed for next tax type conversion being implemented.
 - d. System Test with Production size dataset using Pre-Production landscape and multiple iteration of data migration.
- xxviii. This SOW requires the tax returns up to 2022 to be excluded from the Billing job in production during the conversion process for each tax type implementation.
- xxix. The run time for each tax type conversion will be determined as part of the batch run in Pre-Production landscape, which may vary depending on the return volume for each tax type in scope.
- xxx. The system down time as part of Go Live will be determined for each release based on the conversion batch run time from Pre-Production landscape.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
DWT-232 Phase 2 TTF Migration	March 2023 – April 2024	Offshore – 5 Onshore – 3	\$1,034,515.00

** The number of resources will fluctuate up or down based on the milestones being worked on.*



2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone		Milestone Invoiced Date	Milestone Invoiced Amount
1.	DWT-232 Phase 2: TTF Migration - PROJECT INITIATION	4/1/2023	\$103,451.50
2.	DWT-232 Phase 2: Base Solution Design, Migration Program, Update Common Modules and Enable DETC - Technical Enablement	7/1/2023	\$144,832.10
3.	DWT-232 Phase 2: DETW, DETI, REG Enablement - Technical Enablement	10/1/2023	\$144,832.10
4.	DWT-232 Phase 2: DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	11/1/2023	\$87,933.78
5.	DWT-232 Phase 2: SUW and CIT Enablement - Technical Enablement	12/1/2023	\$144,832.10
6.	DWT-232 Phase 2: DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$87,933.78
7.	DWT-232 Phase 2: MBT, ESA, MMF and FTW Enablement - Technical Enablement	2/1/2024	\$144,832.10
8.	DWT-232 Phase 2: SUW and CIT Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	3/1/2024	\$87,933.78
9.	DWT-232 Phase 2: MBT, ESA, MMF and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2024	\$87,933.78
		Total	\$1,034,515.00



10. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix.

1. Objects Inventory.

Based on preliminary analysis, The Contractor has collected and prepared the following inventories that are applicable for a potential change for successful TTF enablement.

Tax Type	Description	Number of Form Bundle Type	FB Type(s)	Filing Type	Total Count of Forms
DETC	CITY Corporate	1	CTYC	Annual	3
DETW	CITY Withholding	2	CYWM and CYWA	M/Q and Annual	2
DETI	CITY Individual	1	CTYI	Annual	8
ESA	Essential Service Assessment	1	ESA	Annual	1
CIT	Corporate Income Tax	1	CIT	Annual	14
MMF	Medical Marihuana	1	MMF	Quarter	1
FTW	Flow Through Withholding	2	FTWQ and FTWA	M/Q and Annual	3
SUW	Sales, Use and Withholding	2	SUWM and SUWA	M/Q and Annual	20
REG	Registration	1	ZREG	NA	6
MBT	Michigan Business Taxes	1	MBT	Annual	58
Total		13			116

SL#	Tax Type	FB Type	Form#	Form Description
1	MBT	MBT	3581	f3581 Historic Preservation Tax Credit
2	MBT	MBT	4567	4567 Annual Return
3	MBT	MBT	456A(4567)	4567 Annual Return Acct # for Losses
4	MBT	MBT	456B(4567)	4567 Annual Return Acct # for Income
5	MBT	MBT	4568	4568 Nonrefundable Credit Summary
6	MBT	MBT	4569	4569 SBT Credit Carryforwards
7	MBT	MBT	4570	4570 Comp & ITC Cr Combined info
8	MBT	MBT	457C(4570)	4570 Comp & ITC Cr line 4
9	MBT	MBT	457D(4570)	4570 Comp & ITC Cr line 6
10	MBT	MBT	457E(4570)	4570 Comp & ITC Cr line 8



SL#	Tax Type	FB Type	Form#	Form Description
11	MBT	MBT	457F(4570)	4570 Comp & ITC Cr line 13
12	MBT	MBT	457G(4570)	4570 Comp & ITC Cr line 18
13	MBT	MBT	457H(4570)	4570 Comp & ITC Cr line 22
14	MBT	MBT	4571	4571 Small Business Common Credits
15	MBT	MBT	4572	4572 Charitable Contribution Credits
16	MBT	MBT	4573	4573 Misc Nonrefundable Credits
17	MBT	MBT	4574	4574 Refundable Credits
18	MBT	MBT	4575	4575 Loss Adjustment Worksheet
19	MBT	MBT	4577	4577 Shareholders & Officers Part 3
20	MBT	MBT	457A(4577)	4577 Shareholders & Officers Part 1 & 2
21	MBT	MBT	4578	4578 Schedule of Partners lines 2 & 3
22	MBT	MBT	457B(4578)	4578 Schedule of Partners line 1
23	MBT	MBT	4579	4579 Qual Afford Housing Seller deduct
24	MBT	MBT	4580	4580 UBG Summary for Combined Return
25	MBT	MBT	458A (4580)	4580 UBG Member Data
26	MBT	MBT	458B (4580)	4580 UBG Members
27	MBT	MBT	458C (4580)	4580 UBG Affiliates Excluded
28	MBT	MBT	458D (4580)	4580 UBG Affiliates Previously Included
29	MBT	MBT	4582	4582 UPE lines 1, 2, 26, 37 & 38
30	MBT	MBT	458K (4582)	4582 UPE Part 4 Annualization
31	MBT	MBT	458M (4582)	4582 UPE lines 3-25 & 27-36
32	MBT	MBT	4584	4584 Election of Ref or CF of Credits
33	MBT	MBT	4585	4585 SBT ITC Recapture line 7
34	MBT	MBT	458E(4585)	4585 SBT ITC Recapture line 1
35	MBT	MBT	458F(4585)	4585 SBT ITC Recapture line 2
36	MBT	MBT	458G(4585)	4585 SBT ITC Recapture line 3
37	MBT	MBT	458H(4585)	4585 SBT ITC Recapture line 4
38	MBT	MBT	458I(4585)	4585 SBT ITC Recapture line 5



SL#	Tax Type	FB Type	Form#	Form Description
39	MBT	MBT	458J(4585)	4585 SBT ITC Recapture line 6
40	MBT	MBT	4586	4586 Bus Act PL 86-272
41	MBT	MBT	4587	4587 Recapture Certain Credits
42	MBT	MBT	458N(4587)	4587 Film Infrastructure Credit Line 8a
43	MBT	MBT	4588	4588 Insurance & Retaliatory Annual
44	MBT	MBT	4590	4590 Financial Annual
45	MBT	MBT	4594	4594 Farmland Credit
46	MBT	MBT	459B(4594)	4594 Farmland Credit lines 19A -19F
47	MBT	MBT	4595	4595 Renaissance Zone Credit
48	MBT	MBT	4596	4596 Insurance Misc Credits
49	MBT	MBT	4752	4752 MBT UBG Combined Filing- FI Instute
50	MBT	MBT	457A(4572)	4752 Member Data for combined return
51	MBT	MBT	457B(4572)	4752 Unitary Businesss Group Members
52	MBT	MBT	457C(4572)	4752 Affiliates Excluded from this rtn
53	MBT	MBT	457D(4572)	4752 Affiliates included in prior return
54	MBT	MBT	4946	4946 Sch of CIT Liability for MBT filer
55	MBT	MBT	4947	4947 Schedule of Certified Credits
56	MBT	MBT	496A	4966 sub form FTW detail data
57	MBT	MBT	4974	4974 Sch of CIT for MBT Insurance Filer
58	MBT	MBT	4975	4975 MBT Corporate Income Tax Liability
59	CIT	CIT	4891	4891 Standard Taxpayer
60	CIT	CIT	4893	4893 Small Business Alternative Credit
61	CIT	CIT	4894	4894 CIT Sched of Shreholders & Officers
62	CIT	CIT	4895	4895 CIT Tax Loss Adjustment
63	CIT	CIT	4897	4897 CIT - Data for UBG Members
64	CIT	CIT	4898	4898 Non-Unitary Relationships with FTE
65	CIT	CIT	4899	4899 CIT UPE Penalty and Interest
66	CIT	CIT	4900	4900 Unitary Relationships with FTE
67	CIT	CIT	4902	4902 CIT Schdule of Recap of Crdts
68	CIT	CIT	4903	4903 CIT Withholding Opt-Out Schedule
69	CIT	CIT	4905	4905 Insurance Taxpayer
70	CIT	CIT	4908	4908 CIT Annual Return Financial Inst



SL#	Tax Type	FB Type	Form#	Form Description
71	CIT	CIT	4910	4910 CIT UBG Financial Institutions
72	CIT	CIT	4911	4911 CIT Schedule of FTW
73	DETC	CTYC	CORP	5297-City Corp. Income Tax Return
74	DETC	CTYC	CTPI	5324-City Corporate UPE Penalty and Inte
75	DETC	CTYC	RENZ	5298-City Corp Renaissance Zone Schedule
76	DETI	CTYI	CUPE	2210-City UPE Penalty and Interest
77	DETI	CTYI	NONR	5119-City Non Resident Income Tax
78	DETI	CTYI	NONS	5245-City Non Obligated Spouse
79	DETI	CTYI	PARR	5120-City Part-Year Resident Income Tax
80	DETI	CTYI	RESI	5118-City Resident Income Tax Return
81	DETI	CTYI	SCHW	5121-City Withholding Tax Schedule
82	DETI	CTYI	UPEI	5338-City UPE Penalty and Interest
83	DETI	CTYI	UPEP	5338-City UPE Penalty and Interest
84	DETW	CYWA	CWHA	5321 City Income Tax Withholding
85	DETW	CYWM	CWHM	5323-City Withholding Monthly/Qtr Return
86	ESA	ESA	5328	Essential Services Assessment Annual Rt
87	FTW	FTWA	4918	4918 FTW Annual Return
88	FTW	FTWA	4920	4920 FTW Opt-Out Schedule
89	FTW	FTWQ	4917	4917 FTW Quarterly Return
90	SUW	SUWA	SAL4	5091 Sales 4% and 6% Annual Form
91	SUW	SUWA	SALA	5081 Sales Annual Form
92	SUW	SUWA	SUM4	5091 Summary - 4% 6% Annual Form
93	SUW	SUWA	SUMA	5081 - Summary Annual Form
94	SUW	SUWA	USE4	5091 Use 4% and 6% Annual Form
95	SUW	SUWA	USEA	5081 Use Annual form
96	SUW	SUWA	WTH4	5091 Withholding 4% and 6% Annual Form
97	SUW	SUWA	WTHA	5081 Withholding Annual form
98	SUW	SUWM	CONS	5089 Con.Sales Tax Retrtn & Paymt
99	SUW	SUWM	FUEA	5084 Fuel Advance Credit Repayment
100	SUW	SUWM	FUER	5085 Fuel Retailer Supplemental Schedule
101	SUW	SUWM	FUES	5083 Fuel Suppl & Wholesaler Prep. Sales
102	SUW	SUWM	SALM	5080 Sales Monthly/Quarterly Form



SL#	Tax Type	FB Type	Form#	Form Description
103	SUW	SUWM	SERS	SER Sales form
104	SUW	SUWM	SERU	SER Use Form
105	SUW	SUWM	SUMM	5080 Summary Monthly/Quarterly Form
106	SUW	SUWM	SUMS	SER - Summary Form
107	SUW	SUWM	USEM	5080 Use Monthly/Quarterly Form
108	SUW	SUWM	VEHD	5086 Vehicle Dealer Supplemental Schedule
109	SUW	SUWM	WTHM	5080 Withholding Monthly/Quarterly Form
110	REG	ZREG	ZARD	Authorized Representative Declaration
111	REG	ZREG	ZEFT	EFT Credit and Debit Forms
112	REG	ZREG	ZPSP	Payroll Service Provider
113	REG	ZREG	ZREG	518 Registration for Michigan Taxes
114	REG	ZREG	ZSST	Streamline Sales Taxes - Registration
115	REG	ZREG	ZTRI	Tribal form
116	MMF	MMF	MMTQ	Medical Marihuana Tax Quarterly Return
117	NTS	NTS	NTS	Adjust during the Loading process - switch between XML Bulb and TTF based on business rules.
118	NTS	NTS	NTS	Merge and Amendment process
119	NTS	NTS	NTS	Merge and Audit process
120	NTS	NTS	NTS	Manual Adjust on return (Reopen/Adjust)
121	NTS	NTS	NTS	Review and Adjust Webdypro display if required
122	NTS	NTS	NTS	Adjust reading form data from both XML and TTF
123	NTS	NTS	NTS	DW interface verification
124	NTS	NTS	NTS	Miscellaneous



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

CONTRACT CHANGE NOTICE

Change Notice Number **40**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective February 21, 2023, the following amendment is hereby incorporated into the attached Statement of Work. The funds needed for this project (\$40,550.00) have been priorly approved from the 9/12/2019 Ad Board.

- Adding SOW for contractor to plan, build, unit test, support SIT and UAT tests, and deploy the scope listed below for ITSM - 8000002589.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-897-5399	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 003-2023

For

FTE IIT Interface Enhancement (ITSM 8000002589)

This Statement of Work 003-2023, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about February 21st, 2023 ("Effective Date") and shall be completed on or about March 31st, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the scope listed below for ITSM - 8000002589.

2.1. Individual Income Tax (IIT) Interface Requirements:

- Interface layout will be modified to include return details and payments.
- The interface will send data to Individual Income Tax (IIT) Department for FTE return details, reporting members detail from 5774-Part 2 and payments made for the return.
- The interface will send FTE returns details along with payment information to IIT in any of the below 2 situations:
 - A return is successfully processed, and system status is ‘Processed’ (IP014)/ ‘To Be Approved’ (IP021) or the return is not processed but the return is marked as user status ‘Void’ (E0003). Returns with any other status (e.g. In Processing, Obsolete, Created, In Review, Parked, Processable) will not be sent unless they are marked as user status ‘Void’.
 - If STAR IDA payment (Main 6000/Sub 0100) is posted on an FTE account for a tax period where FTE return is in status ‘Processed’/ ‘To Be Approved’.
- The interface output will be stored into custom tables to be available for the IIT Report.

Please refer to the Appendix for Functional/Technical components and sample file layout.

2.2. Individual Income Tax (IIT) Report Requirements:

- The IIT Report layout will be modified to match the IIT Interface.
- The IIT report will be modified to display the data that has been sent to IIT for a particular date range using the custom table that stores the interface output.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.



4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC.
- System integration test (SIT) and UAT are responsibility of the State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)



Deliverables	Description	Responsibility	
		State	Accenture
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	2/21/2023	2/24/2023
2. SYSTEM INTEGRATION TESTING	2/27/2023	3/07/2023
3. USER ACCEPTANCE TESTING	2/27/2023	3/07/2023
4. CUTOVER	3/08/2023	3/08/2023
5. GO LIVE	3/09/2023	3/09/2023

8. Work Location.

Services against this SOW shall be performed offsite.



9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third	



The State	Contractor
<p>party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	



11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.



- ix. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on landscape below.
 - SAP ECC changes – Release Landscape – ED1->EQ1->ET1->EP1
- xi. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xii. Existing FTE Hypercare team will support this SOW and does not require any additional cost for VDI.
- xiii. The interface will send data to Individual Income Tax (IIT) Department for FTE return details, reporting members detail from 5774-Part 2 and payments made for the return. This interface will not send any allocation of credits to members. Based on the above details, IIT system should be developed to calculate the allocation of member credits.
- xiv. If a Form Bundle of an FTE account is eligible for the interface because of amendment/merged return processing (or reprocessing/voided), always the merged return will be sent to IIT irrespective of the merging order and the return sent during original processing. The merged return will be sent with an amendment date. The IIT system will take care of the situation where merge happened in the reverse order and the merged form bundle number never received in the system earlier reports.
- xv. If multiple Form Bundles are filed for a tax year and one of them is processed and rest are marked as user status 'void', the interface will send all the returns separately based on the time when they processed/voided.
- xvi. The interface will send an eligible return and payment information to IIT based on the information available at the point of executing the interface. If a payment (except payment with Main-6000, Sub-0100-STAR PYMTS ON ASMNTS – TAX) is posted to a tax period after the return is processed and after the last interface execution containing the processed return, the payment will not be sent to IIT until a staff member reopen the return and reprocess to consume the payment.
 - a. A staff can use the existing program R44 (Program - Z_TIO6_044_REOPENRET_OPENPYMTS, Tcode – ZOPENRPT) to identify and reopen those returns and make it available for the next billing job to process.
- xvii. Reporting members year by year may vary. IIT need to take this into consideration while issuing a credit.
- xviii. Anytime a return is processed in SAP, due to multiple partial payments, interface will share the data. It may initiate reopen returns in IIT system.



- xix. The payment due date for year 2021 would be 15th day of 4th month after the return period end date of the FTE return. For Tax year 2022 onwards, the payment due date would be the 15th day of 3rd month after the return period end date.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
FTE IIT Interface Enhancement (ITSM 8000002589)	February 2023 – March 2023	Offshore – 3 Onshore – 1	\$40,550.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
FTE IIT Interface Enhancement (ITSM 8000002589) – INITIATION, ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2023	\$25,550.00



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
FTE IIT Interface Enhancement (ITSM 8000002589) - SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	4/1/2023	\$15,000.00
	Total	\$40,550.00

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix.

1. MIITAS Functional and Technical Components.

The following existing functional and technical components to be modified or built from start to achieve the FTE functionality requested for IIT interface.

Note – This may not be the complete list. This is provided based on high level analysis.

SL#	Process Area	Program Type	Description	New/Modify
1	03 - Taxpayer & Revenue Accounting	02 - Interface	TI06 334 INT FS INT FTE 5774 Form Part 2 Transfer to IIT Legacy System	Modify
2	03 - Taxpayer & Revenue Accounting	01 - Report	TI06 335 RPT FS Form 5774 part-2 Members and Payments details Report	Modify

2. File Layout.

IIT interface has below structure:

1. File header- This is the header line in the file and is used to reconcile records within the file.
2. Return Header- This is the header for each form bundle in the file.
 - Member Details - Line item for members. This will repeat for members in the schedule 5774 Part2 of an FTE return
 - Payment Details - Line item for Payments. This will repeat for the number of payments made for the tax period of the return.
3. The records shared with IIT need to be stored in custom SAP tables so that it can be used for reporting purpose.



Sample with column header: The below is just a sample of how the data will look in the interface to IIT:

One for Whole File	Record Indicator	Date ID	Start Date	End Date	Total Number of Returns	Total Payment	Total Number of Members																					
	HDRF	20230415201010	20230414	20230415	1	300	2																					
Repeated for each Form Bundle in File	Record Indicator	Report Date	Form Bundle Number	Return Tax Type	Return Taxpayer ID	Return Taxpayer Name	Return System Status	Return User Status	Return Processing Date	Return Reprocess Flag	Amendment filling Date	Return Period Key	Return Period Start Date	Return Period End Date	Filer type (F- Fiscal/C- Calander)	Payment Due Date	Return Total Tax Liability	Return Total Penalty &	Return Balance Due	Total Payment	Return Total Refund							
	RETN	20230415	900000000123	FTE	999999999	Filer Name	IP014	E0001	20230414	X	20230401	22A	20220101	20221231	C	20230315	125	25	0	300	150							
Repeated for each member in a FB	Record Indicator	Form Bundle Number	Member ID Type Indicator	Member ID Number	Member Name	Member Michigan Share of Income	Member Share of FTE Tax Eligible for Credit																					
	ITMM	900000000123	S	111111111	Member 1	200	50																					
	ITMM	900000000123	F	222222222	Member 2	300	75																					
Repeated for each payment for the period	Record Indicator	FBNUM	Payment Document Number	Payment Date	Payment Type (Doc Type)	Payment Amount																						
	ITMP	900000000123	000012000001	20220202	PE	100																						
	ITMP	900000000123	000012000056	20230403	PA	100																						
	ITMP	900000000123	000012000098	20230410	PX	100																						

Sample of file:

```

HDRF|20230415201010|20230414|20230415|1|300|2
RETN|20230415|900000000123|FTE|999999999|Filer Name|IP014|E0001|20230414|X|20230401|22A|20220101|20221231|C|20230315|125|25|0|300|150
ITMM|900000000123|S|111111111|Member 1|200|50
ITMM|900000000123|F|222222222|Member 2|300|75
ITMP|900000000123|000012000001|20220202|PE|100
ITMP|900000000123|000012000056|20230403|PA|100
ITMP|900000000123|000012000098|20230410|PX|100

```



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

CONTRACT CHANGE NOTICE

Change Notice Number **39**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective January 25, 2023, the following amendment is hereby incorporated into the attached Statement of Work. The funds needed for this project (\$40,190.00) have been priorly approved from the 9/12/2019 Ad Board.

- Adding SOW for contractor to plan, build, unit test, support SIT and UAT tests, and deploy the scope listed below for ITSM - 8000002532.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-284-7157	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 001-2023

For

ITSM – 8000002532 - CR008703_Return-pym prior to start date FTE

This Statement of Work 001-2023, and any attachment(s) hereto (“SOW”), is by and between the State of Michigan (the “State”) and Accenture LLP (“Contractor”), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the “Contract”), effective September 16, 2019 (“Agreement”). If any term or condition in this Statement of Work (“SOW”) conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about January 25th, 2023 (“Effective Date”) and shall be completed on or about February 28th, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the scope listed below for ITSM - 8000002532.

No	Business Function	Current Process	Scope change for FTE
1	MTO Registration	No message is displayed to the taxpayers to clarify that registration does not elect them automatically to Flow-through Entity tax.	<ul style="list-style-type: none">• Add the following message to the registration page “Note: A payment submitted timely through MTO will be considered ONLY valid election for the tax year specified. Flow-Through Entity (FTE) registration does not constitute a valid election into FTE. For more information on FTE tax and MTO navigations instructions, visit the MTO Business Website”.
2	FTE Tax Processing Rules	There is no validation on the tax return processing to validate the election date against the period of the return.	<ul style="list-style-type: none">• A new warning message will be created, and it will be trigger during the tax return processing.• The warning message will just be triggered only for the first taxpayer’s tax return. We need check if there is a payment for the tax year being filed. In case there is no 4-warning message will be triggered for manual intervention. The CSR would have the ability to check for a payment in the clarification queue and close the message if needed.



3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC and MTO.
- System integration test (SIT) and UAT are responsibility of the State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, "Accenture" includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary



Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/25/2023	1/31/2023



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
2. SYSTEM INTEGRATION TESTING	2/1/2023	2/14/2023
3. USER ACCEPTANCE TESTING	2/8/2023	2/14/2023
4. CUTOVER	2/15/2023	2/21/2023
5. GO LIVE	2/22/2023	2/22/2023

8. **Work Location.**

Services against this SOW shall be performed offsite.

9. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to



The State	Contractor
	work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal	



The State	Contractor
<p>Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.



- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on landscape below.
 - SAP ECC changes – Release Landscape – ED1->EQ1->ET1->EP1
 - MTO changes – MD2->MQ2->MP1.
- xi. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xii. Existing FTE Hypercare team will support this SOW and does not require any additional cost for VDI.



II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
CR008703_Return-pym prior to start date FTE	January 2023 – February 2023	Offshore – 2 Onshore – 1	\$40,190.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
CR008703 FTE – INITIATION, ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	2/1/2023	\$25,190.00
CR008703 FTE - SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	3/1/2023	\$15,000.00
	Total	\$40,190.00

3. Expenses.

No travel expenses will be paid by the State.



Appendix.

1. MIITAS Functional and Technical Components.

The following existing functional and technical components to be modified or built from start to achieve the FTE functionality requested.

Note – This may not be the complete list. This is provided based on high level analysis.

SL#	Process Area	Program Type	Description	New/Modify
1	01 - Registration	09 - MTO Integration	TC25 W18 - MTO & SAP Design - registration page for FTE	Modify
2	01 - Registration	07 - Tax form	TIO6 FE1 - BRf+ Rules and Processing logic Update	Modify



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

CONTRACT CHANGE NOTICE

Change Notice Number **38**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

--

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective January 17, 2023, the following amendment is hereby incorporated into the attached SOW. Adding scope and utilizing existing funds (\$1,281,854.00) from approved 9/12/2019 Ad Board to pay for last 5 milestones of TP-499 Partnership Audit Adjustment Tax. Prior milestones were paid on FY22 CN 32.

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

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-284-7157	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 004-2022

For

TP - 499 Partnership Audit Adjustment (PAA) Tax

This Statement of Work 004-2022, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about November 15th, 2022 ("Effective Date") and shall be completed on or about December 31st, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and deploy the new tax Partnership Audit Adjustment (PAA).

Scope includes the following:

- Project Initiation which includes Contractor resource onboarding and agreed upon project schedule
- Business process Analysis and BLUEPRINT AND CONFIGURATION Update with Fit/GAP Analysis
- Configuration of required parameters in SAP to process Partnership Audit Adjustment (PAA) Tax
- Functional Analysis & Design including Functional Requirements for each RICEFWT object; Requirements Traceability Matrix
- Technical Design including technical specifications documentation reviewed and approved for each modified RICEFWT object, Updated Requirements Traceability Matrix
- Build and Unit Testing which includes Transports to QA environment; System Test Integration entry criteria met; Updated Requirements Traceability Matrix
- System Integration Test Support including System Test Integration exit criteria met regarding defect correction
- User Acceptance Test Support & Implementation and Delivery including: UAT exit criteria met regarding defect correction
- Deployment plan; Operational Readiness and Monitoring Plan
- Contractor will manage its Application Development team

The scope includes the new Partnership Audit Adjustment (PAA) Tax High-level Requirements below:

1. Similarities – CIT. The core processing of Partnership would follow CIT core processing rules unless it is mentioned as a change below. This is applicable predominantly to generic reports, interfaces, Enhancements, letters etc. for Example: these are example but not limited to
 - NR P&I rules. This is part of the core MIITAS architecture unless some rules are specific to a particular Tax.



- Reports – There are various generic reports that supports across Taxes. Those reports are extended to support Partnership Audit behaving similar way as CIT unless it is part of the requirements to build new report itself specific to Partnership Audit
- 2. Registration –
 - MTO: (Similar to FTE) –
 - Use registration page / App that was built for FTE by renaming tile as ‘FTE and Partnership Audit registration’ and have a Tax type radio button added to allow Taxpayer to select either FTE or Partnership Audit and accordingly the Master date should be created. Other form fields in that Page are generic like address fields and other and can be adjusted depending on Tax Type in design sessions.
 - Incoming Payment: from 4P Interface if FEIN already exist and registered for Business Taxes (for ex CIT, SUW) in SAP ECC. Only creating contract object if Partnership Contract object does not exist yet
 - New Tax Type, revenue Type
 - Filing Frequency – Annual or fiscal, Optional. No delinquency
- 3. Tax return
 - Annual return - like (CIT Annual return) – Not complicated (1 page or max 2)
 - Lead
 - Partnership schedules (1 schedule)– Record as provided.
 - Ability to handle both short period and full year return
 - The return layout is not available until policy makes it.
 - New Return and BRF+ set up
 - UPE – Not Applicable
 - Amendment Eligible - Yes.
 - Audit Eligible – Yes.
 - Extension Filing with Accept and Deny - Not Applicable
 - TBOR - Yes
 - Grace period - Yes
 - Channels –MTO
 - Return from return - Not Applicable.
 - P&I – Yes – NR P&I, Late P&I.
 - Refund – Yes - Default
 - Carry Forward – Not Applicable
 - Internal Transfer – Not Applicable
 - Credit Schedules, deductions - No



4. Accounting

- General ledger and posting set up for New Tax – Tax, Penalty, Interest, Payments, and Refunds.
- Payments (4P) – Yes.
 - MTO
 - Remittance processor – One Voucher payments for paper check – (Annual Payment and ‘Payment in anticipation of Liability’). The Voucher is developed outside of SAP and MTO managed by OFS Team but when processed by Bank, the 4P Payment interface should recognize and process it in SAP
- Estimated payment – Yes. Rename as ‘Payment in anticipation of Liability’.
- SIGMA – Yes, like FTE
- Revenue distribution – Yes,
 - Via a new Report Like P&I reclass of MBT/CIT/FTW.
 - Potential split of Revenue based on the return reported (Partnership corporate and Individual), All revenues posted initially to the corporate bucket, a report will be used to read the return data as reported (corporate and Individual) to split the revenue at FI level to report to SIGMA, the clearing will show high level break down (Tax reported for corporate and individual). the details need to be flush out in design sessions of Phase 1.

5. Collections

- Delinquency reporting and notice- No
- Computed Assessment- Not Applicable
- Financial Dunning – Same as CIT and/or Business Taxes. The current Business Tax dunning moves the debt to STAR after certain interval (number of days) lapsed once the return is processed and a balance due. Partnership would follow the same process.
- STAR / SAP S4 (collection system) – Yes. Both outgoing and incoming
- Siebel - Yes

6. Others ECC Process (Major)

- Data Warehouse – Yes.
- Approximate notice –
 - Notice of Additional Tax due
 - Notice of Refund adjustment
 - Additional Information letter like CIT
 - Payment Statement Letter like CIT



7. Michigan Tax Online (MTO) – Similar functionality as SUW except the Registration and licenses.
 - Home Page/Tile
 - Tax Type Dashboard
 - Summary Page
 - File and Pay a Tax Return (with Save function)
 - Amend and Pay Processed Returns
 - File Additional Tax Returns: - Not Applicable
 - View and print function.
 - Other Payments (Make a payment, Manage Payment & Payment History)
 - Manage My Business (Business Address, Business Details, Discontinue My Business / Tax Type, Owners, Officers and Partners, Registered Tax, View History of changes)
 - Payment History
 - Shared Secrets Authentication and Other access rights
 - Letters
 - Guest Services → Fast File: Not Applicable.
 - Upload Function Similar to FTE for Schedules (1000 lines)
 - Upload a federal attachment and associate to the return (view from Tax return) like in Registration - Mandatory.
 - Additional Services-> Link collections e-service
 - Registration page like FTE (see not above under registration for details)
8. BI/BW Relevant
 - Yes – Similar to CIT
9. Data Conversion
 - Not Applicable
10. File Net for storing the pdf images for the outgoing letter and upload federal attachment
11. Siebel, E-Services integration for IVR functionality. Same as CIT. No New functionality planned to be built specific to Partnership Audit
12. Report for IIT reporting purpose. It was determined that IIT would like a report to be generated, instead of an interface, when Partnerships file a schedule for their individuals and/or corporations and the breakdown of payments and liabilities that they are submitting. SAP Developers will figure out how to pull the data once the return is built in the system for the report. Also, it was agreed that an email distribution of the output report would be sufficient per the business. Until the report goes-Live, a manual extraction of Payment information using Excel template will be provided monthly basis to Business.



3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

#	Business Area	Out of scope Requirements
1	Collections	<ul style="list-style-type: none"> Delinquency / non-filers reporting and letter, computed Assessment
2	Tax Return	<ul style="list-style-type: none"> Carry forward, internal Transfers, no other channels except MTO. No UPE
3	Registration	<ul style="list-style-type: none"> No update to 518
4	Payments	<ul style="list-style-type: none"> Quarterly voucher Voucher payment in MTO Extension and Extensions Enablement
5	MTO	<ul style="list-style-type: none"> Guest Services → Fast File
6	Generic Report – SAP and BW report. See Appendix for Detailed RICEFWT list	<ul style="list-style-type: none"> There are 18 SAP and BW reports that were discovered as generic report during the FTE Phase with no development changes required to support new Tax. However, An Analysis and string test was conducted with required



#	Business Area	Out of scope Requirements
		<p>documentation during the FTE phase to ensure the integrity.</p> <ul style="list-style-type: none"> For Partnership Audit Adjustment (PAA) – It is assumed that those reports will support PAA Tax As-Is. No additional analysis and String test will be conducted by the App Dev Team on those reports. During the SIT and UAT, if any issues identified will be handled via the change request process. See the Appendix for the list of 18 reports.
7	MTO and SAP	<ul style="list-style-type: none"> Phase 0 – Enabling payments using the Guest Services → FastPay

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
BLUEPRINT AND CONFIGURATION update and Configuration	BLUEPRINT AND CONFIGURATION update, prepare the final RICEFWT Inventory, configuration rationale	Secondary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary

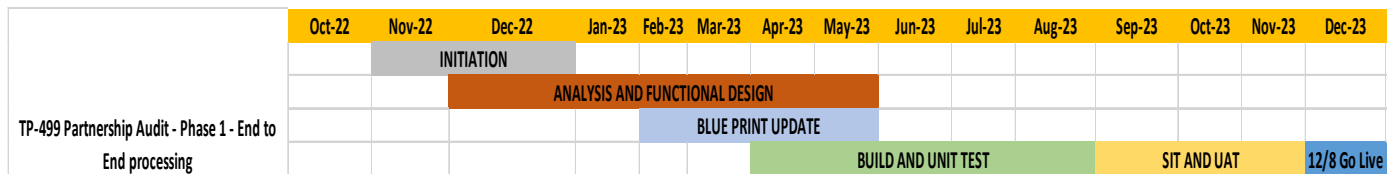


Deliverables	Description	Responsibility	
		State	Accenture
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

The overall project is being managed by State PMO office as per the below Gantt chat.





Below are the milestones for TP - 499 Partnership Audit Adjustment (PAA) Tax related scope:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/15/2022	12/30/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	12/15/2022	5/31/2023
3. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	2/1/2023	5/31/2023
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	4/3/2023	8/31/2023
5. SYSTEM INTEGRATION TESTING	9/1/2023	11/8/2023
6. USER ACCEPTANCE TESTING	11/2/2023	11/29/2023
7. CUTOVER	11/30/2023	12/7/2023
8. GO LIVE	12/8/2023	12/8/2023

8. **Work Location.**

Services against this SOW shall be performed offsite.

9. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office	



The State	Contractor
<p>space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

11. [Change Control Process.](#)

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.



12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that TP - 499 Partnership Audit Adjustment (PAA) Tax functionality will be scheduled as part of December 2023 release. If the release is scheduled for a different release date, past the December 2023 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).



- xii. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xiii. For ATCI team members, VDI access and Developer license key cost will be added to the TP-499 project by DTMB.
- xiv. During this project window, Production support tickets for MTO will need to be evaluated on case-by-case basis considering the landscape and code conflict.
- xv. External vendors that exchange the data with SAP for this implementation are agreeable and aligned with the proposed milestones.
- xvi. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xvii. The solution and pricing assume ATCI team being part of Analysis and Design phase/sessions/business workshops.
- xviii. Contractor's pricing and solution assumes offshore functional team being part of design sessions using SOM Teams on VDI or other approved methods such as Accenture Teams for communication with onshore teams.
- xix. The solution and pricing are based on ATCI team having access to MTO system, QA landscape, BI/BW landscape and assumes that State will provide VDI system access to Contractor's offshore team (estimated up to 20 VDI) and assumes that State will provide laptops to Contractor's onshore team (estimated up to 7 laptops).
- xx. The Contractor assumes that VDI access will be available for continued support during the Warranty period.
- xxi. Basis team will provide the required environments for this SOW.
- xxii. If there are code conflicts between M&O and TP-499 project, priority will be given to TP-499 project changes.
- xxiii. Business is available to provide detailed requirements as per planned milestones.
- xxiv. Interface partners will be engaged and responsive to the Contractor's Development, Testing and Production milestones.
- xxv. The State will not make significant changes to the existing interfaces.
- xxvi. Contractor will be allowed to subcontract offshore resources. The use of subcontract resources will be only in a staff augmentation role, at the direction of the Contractor. All deliverables will remain within Contractor's scope and responsibility.
- xxvii. MTO Functionality to be built, Like FTE Function.
- xxviii. No Legacy Conversion is required.
- xxix. The Core functionality must follow existing CIT functionality except the Tax return rules.
- xxx. No MiLogin Integration is required.
- xxxi. Tax Returns will be developed using BRF+, TTF Storage.
- xxxii. PAA Angular and Java changes will take place in the current MTO platform and will consider any platform changes that are being developed by other projects such as Year End 2023 project.



- xxxiii. All Interface Partners – Siebel, Hybris, SIGMA and DW are aligned with the timelines to exchange the required information.
- xxxiv. Tax Form Layout is provided at the start of Design Phase.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
TP - 499 Partnership Audit Adjustment (PAA) Tax	November 2022 – December 2023	Offshore – 20 Onshore – 6	\$2,513,440.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP - 499 Partnership Audit Adjustment (PAA) - PROJECT INITIATION	1/3/2023	\$125,672.00
TP - 499 Partnership Audit Adjustment (PAA) - ANALYSIS AND FUNCTIONAL DESIGN - 40% Completion	4/1/2023	\$301,613.00
TP - 499 Partnership Audit Adjustment (PAA) - ANALYSIS AND FUNCTIONAL DESIGN - 100% Completion	6/1/2023	\$452,419.00
TP - 499 Partnership Audit Adjustment (PAA) - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	6/1/2023	\$125,672.00



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP - 499 Partnership Audit Adjustment (PAA) - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 30% Completion	7/1/2023	\$226,210.00
TP - 499 Partnership Audit Adjustment (PAA) - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 100% Completion	9/1/2023	\$527,822.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – September 2023	10/1/2023	\$209,453.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – October 2023	11/1/2023	\$209,453.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – November 2023	12/1/2023	\$209,454.00
TP - 499 Partnership Audit Adjustment (PAA) - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/3/2024	\$125,672.00
	Total	\$2,513,440.00

3. Expenses.

No travel expenses will be paid by the State.



Appendix.

A. Notice Regarding the Implementation of 2022 Public Act 148

Public Act (PA) 148 of 2022 introduces Chapter 18 within Part 3 of the Income Tax Act, MCL 206.721 *et seq.*, to establish a method for reporting and paying the Michigan income tax on final federal adjustments that arise from a partnership level audit or administrative adjustment request for partnerships subject to the federal Bipartisan Budget Act (BBA) of 2015. Generally, Chapter 18 requires the adjustments to be reported and paid in one of two ways – the partnership may report adjustments to members, who must then separately report and pay their share of the applicable Michigan income tax due (i.e., the “push out” method) or, alternatively, the partnership may elect to report and pay any applicable Michigan income tax on behalf of its members (i.e., the “pay up” method).

B. Glossary of Terms

- a. RICEFWT
 - i. R – Reports
 - ii. I – Interfaces
 - iii. C – Conversion
 - iv. E – Extensions
 - v. F – Forms / notices
 - vi. W – Workflows
 - vii. T – Tax forms and BRF+ objects

C. RICEFWT Inventory

Based on preliminary analysis to enable Partnership Audit Adjustment (PAA) Tax, Accenture team has collected and prepared the following RICEFWT inventories that is applicable for a potential change to successfully enable and process new tax. Accenture understands that there may be some RICEFWT items that does not need any change, however, recommends updating those design and perform string test prior to be ready for SIT and UAT to avoid any late changes that impact the project go-live. These are included already in the estimates.



RICEFWT List:

Program Type	Total Count
00 - Configuration	4
01 - Reports	4
02 - Interface	16
03 - Conversion	0
04 - Enhancement	12
05 - Forms	5
06 - Workflow	2
07 - Tax form and BRF+	5
08 - BW Reports	2
09 - MTO Integration	15
Total	65

SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
1	INT 2 / TI04 231	01 - Registration	02 - Interface	INT 2 / TI04 231 - Siebel Interface for Registration Information	Modify	Simple
2	TI04 236	01 - Registration	02 - Interface	TI04 236 - Z_TI04_236_SAP_TO_TACS_EXTRAC - Reg update SAP TO TACS	Modify	Simple
3	TI04 232/ INT 910	01 - Registration	02 - Interface	INT 12 (TI04 232/ INT 910) - Data Extract from SAP to Datawarehouse Registration Data	Modify	Complex
4	TC25 W18	01 - Registration	09 - MTO Integration	MTO and SAP Design (TC25 W18) - Registration page like FTE	New	Complex



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
5	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+- Annual Return	New	Complex
6	TI11 254 4P	03 - Taxpayer & Revenue Accounting	02 - Interface	TI11 254 4P - Payments Interface from Bank.	Modify	Complex
7	INT 31	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 31 SIGMA Warrant Feedback	Modify	Medium
8	TI11 302 INT32	03 - Taxpayer & Revenue Accounting	02 - Interface	TI11 302 INT 32 Payment Reversal and Reclass to SIGMA	Modify	Simple
9	INT 33	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 33 Outbound Warrants (Refunds)	Modify	Simple
10	INT 34	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 34 Vendor Extract File (inbound)	Modify	Simple
11	NA - FA	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Back End refund Enablement - FPTCRPO	Modify	Simple
12	TC25 W04 MTO	05 - Cross / Custom	09 - MTO Integration	TC25 W04 MTO and SAP Design - Guest Service - Fast Pay - (Not allow if Register and Navigate to registration Page)	Modify	Simple
13	TC25 W18/W04	02 - Returns processing	09 - MTO Integration	MTO and SAP Design TC25 W18/W04 - Print Draft functionality in MTO and from return	New	Complex
14	INT13	05 - Cross / Custom	02 - Interface	INT 13 – SIEBEL Interface (Payment and return)	Modify	Simple
15	BLUEPRINT	00 - BluePrint	00 - Configuration	Blueprint Update	Modify	Complex



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
16	TC25 W19-TBD6	01 - Registration	09 - MTO Integration	MTO and SAP Design: Manage My Business (Business Addresses, Business Details, Discontinue My Business, Owners, Officers & Partners, Registered Taxes), Account Access & History-> View History of Changes and Letter 5695 (Summary of changes)	New	Complex
17	TBD-163	01 - Registration	07 - Tax form	BRF+ Rules and Processing logic Update - 163 form	New	Complex
18	TI06 PA1	02 - Returns processing	00 - Configuration	Form, Scenario, Billing & Invoicing	New	NA
19	TI06 T06 INT12	02 - Returns processing	02 - Interface	INT 12 - Returns, Payments Data Extract from SAP to Datawarehouse	Modify	Complex
20	TI06 242	02 - Returns processing	02 - Interface	Tax Return from TCB for Audit - ZRP_LOAD_TCB_TAX_RETURNS	Modify	Simple
21	TI06 PA1 Merge - TI06 246 UnMerge - TI06 247	02 - Returns processing	04 - Enhancement	Merge & Unmerge	Modify	Simple
22	TI06 PA1	02 - Returns processing	04 - Enhancement	BRF+ Class Enhancements	Modify	Simple - Multiple
23	TI06 PA1	02 - Returns processing	04 - Enhancement	Billing & Invoicing - Class Enhancements	Modify	Simple - Multiple
24	TI06 PA1	02 - Returns processing	04 - Enhancement	TBOR - Class Enhancements	Modify	Simple - Multiple
25	TI06 PA1	02 - Returns processing	04 - Enhancement	Penalty and Interest calculation	New	Complex
26	NA - FA	02 - Returns processing	04 - Enhancement	Events - FQ events	Modify	Simple
27	R31 MIITAS FRM 006 ZMBT LETTERS	02 - Returns processing	05 - Forms	Request for Additional Information (Ad-Hoc Letter - ZMBT_LETTERS)	New	Simple



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
28	RP TI06 MIITAS RP FRM R40 TBOR LETTER	02 - Returns processing	05 - Forms	Notice of Refund Adjustment	New	Simple
29	RP TI06 MIITAS RP FRM R40 TBOR LETTER	02 - Returns processing	05 - Forms	Notice of Additional Tax Due	New	Simple
30	TI06 PA1/ TI06 241	02 - Returns processing	06 - Workflow	UWL build	New	Medium
31	TI06 PA1	02 - Returns processing	07 - Tax form	General rules (Billing Throttle, Reopen Function, FTI data label etc. Part of default Tax return Package functionality)	Modify	Medium
32	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Amendment	New	Medium
33	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Audit	New	Medium
34	NA - FA	03 - Taxpayer & Revenue Accounting	00 - Configuration	Main & Sub, posting areas, G/L	New	NA
35	TI11 R11 RPT 037 TI11 R44 RPT 039 TI11 R08 RPT 032	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 039 - Refund Revenue	Modify	Simple
36	TI11 R19 RPT 019	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 019 - P&I GL Reclassification report including post (Revenue Split)	New	Complex
37	TBD-New	02 - Returns processing	01 - Reports	New Report - to reconcile data from ECC to IIT	New	Complex



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
38	TI11 R26 RPT 027	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 027 - Refunds Pending Processing	Modify	Simple
39	TI11 INT 36	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 36 NOC Feedback (Inbound)	Modify	Simple
40	TI11 255	03 - Taxpayer & Revenue Accounting	02 - Interface	INT NSF Interface	Modify	Medium
41	204 ENH 005	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Clearing Event P590	Modify	Simple
42	TI06 PA1/ TI06 241	03 - Taxpayer & Revenue Accounting	06 - Workflow	Refund Approval	Modify	Simple
43	TI11 272 INT 16B TI11 R06 RPT 013	04 - Collections	02 - Interface	STAR - 16B and Report TI11 R06 RPT 013 (Assessment Control Total Report)	Modify	Medium
44	TI11 218 INT 16A	04 - Collections	02 - Interface	STAR - 16A	Modify	Medium
45	TI11 226 ENH	04 - Collections	04 - Enhancement	BRF+ rules for Dunning including Configurations	Modify	Medium
46	NA - FA	05 - Cross / Custom	00 - Configuration	Custom table configurations, TBORS	New	NA
47	TC25 INT10	05 - Cross / Custom	02 - Interface	INT 10 – FileNet Interface	Modify	Simple
48	TI06 R69	05 - Cross / Custom	08 - BW Reports	R69 BW Backlog Report	Modify	Simple



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
49	TI06 R51	05 - Cross / Custom	08 - BW Reports	BW Collection by NAICS Report	Modify	Simple
50	TC25 W04	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Home Page/Tile like FTE	New	Medium
51	TC25 W19-TBD1	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Tax Type Dashboard like FTE	New	Medium
52	TC25 W19-TBD2	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Summary Page like FTE	New	Medium
53	TC25 W19-TBD3	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - File and Pay a Tax Return, Amend and Pay Processed Returns and View and print Webpage like FTE	New	Complex
54	TC25 W19-TBD5	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Other Payments (Make a payment, Manage Payment & Payment History) Webpage like FTE	New	Complex
55	TC25 W19-TBD1	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Shared Secrets Authentication and other access rights - Like FTE	New	Complex
56	TC25 W19-TBD4	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Letters Webpage like FTE	New	Complex
57	TC25 W04	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Audit Payment	New	Complex
58	R31 MIITAS FRM 006 ZMBT LETTERS	05 - Cross / Custom	05 - Forms	Payment Statement Letter	New	Simple
59	TI06 PA1 pdf	02 - Returns processing	05 - Forms	Tax return and schedules pdf (SFP Transaction and Print draft) (From Phase 1)	Modify	Simple
60	TI06 327	02 - Returns processing	04 - Enhancement	Due date extension on Exceptions	Modify	Simple
61	TI11 229	04 - Collections	04 - Enhancement	Clarification of STAR Payments - 229 ENH	Modify	Simple



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
62	TBD	05 - Cross / Custom	04 - Enhancement	Print Spool Bundling - Banner Page and Set up for Print Center	Modify	Simple
63	TC25 W04	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and Download functions for schedule like FTE	New	Complex
64	TC25 W04	05 - Cross / Custom	09 - MTO Integration	Additional Services-> Link collections e-service	New	Simple
65	TBD - New	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and link Federal attachment when filing the return (integration with Filenet)	New	Complex

D. Generic Reports Out of Scope for Application Development

SL#	RICEFWT ID	Process Area	Program Type	Description
1	TI06 R17 RPT 035	02 - Returns processing	01 - Reports	RP RPT 035 – Return Messages Summary
2	TI11 R43 RPT 024	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 024 - Refunds Approved but not Issued
3	TI11 R17 RPT 025	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 025 - Refunds Paid Report
4	TI11 R25 RPT 026	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 026 - Refunds in Approval Queue
5	TAM RPT 028	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 028 - Year End Receivables Revenue Report
6	TI11 R29 RPT 029 and 29A	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 029 – Pending Debts Report



SL#	RICEFWT ID	Process Area	Program Type	Description
7	TAM RPT 014	04 - Collections	01 - Reports	TAM RPT 014 – Assessments Filter Report
8	TI11 R20 RPT 017	04 - Collections	01 - Reports	TAM RPT 017 – Assessment Pending Feedback Report
9	TI11 R32	04 - Collections	01 - Reports	ZRP_TI11_R32_Collection_report - snapshot of assessment report - All taxes
10	TI06 211	05 - Cross / Custom	01 - Reports	211 MBT MIITAS SEC ENH 001 - Browsing History Report
11	TI06 R64	05 - Cross / Custom	08 - BW Reports	R64 BW Return Detail Analysis Report
12	TI06 R63	05 - Cross / Custom	08 - BW Reports	R63 BW Return Status Details Report
13	TI06 R71	05 - Cross / Custom	08 - BW Reports	R71 BW Initial Status Report
14	TI06 R70	05 - Cross / Custom	08 - BW Reports	R70 BW Production Dashboard Report
15	TI06 R65	05 - Cross / Custom	08 - BW Reports	R65 BW Staff Production Detail Report
16	TI06 R52	05 - Cross / Custom	08 - BW Reports	R52 BW Revenue Collected by Tax Year Fiscal Year
17	TI06 R66	05 - Cross / Custom	08 - BW Reports	R66 BW Audit Discovery Report



SL#	RICEFWT ID	Process Area	Program Type	Description
18	TAM_RPT_034	04 - Collections	01 - Reports	AR Reconciliation Report with STAR



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

CONTRACT CHANGE NOTICE

Change Notice Number 37
 to
 Contract Number 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective December 28, 2022, the following amendment is hereby incorporated into the attached SOW. This Change Request is to amend Change Notice 24 and will add 360 hours to support SIT, UAT, and Go Live as part of the DWT-242 Business Tax and TP-501 City Tax to align with 22.12.1 (12/9/2022). Total cost of this amendment is \$47,240.00, which is utilized by existing funds from the 9/12/2019 Ad Board.

- 1) CR008660 to add 297 hours to support SIT, UAT, and Go Live for Business Taxes (\$38,973.00).
- 2) CR008662 to add 63 hours to support SIT, UAT, and Go Live for City Taxes (\$8,267.00).

All other terms, conditions, and specifications remain the same. Per DTMB contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-284-7157	verevkoa@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #24

For

STATEMENT OF WORK 001-2022

For

Year End Project for 2022 (DWT-242 Business Tax and TP-501 City Tax)

This Amendment #1 (“AMD”) to Contract Change Notice #24 dated February 15, 2022, (mutual signature date) reflects changes to Statement of Work 001-2022 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 001-2022 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	Year End Project for 2022 (DWT-242 Business Tax and TP-501 City Tax)

Describe the Change(s): This Change Request is to add 360 hours and increase fees by \$47,240.00 to support SIT, UAT and Go Live to implement two change requests listed below as part of DWT-242 Business Tax and TP-501 City Tax to align with 22.12.1 (12/9/2022).

- CR008660 to add 297 hours to support SIT, UAT and Go Live for Business Taxes (\$38,973.00)
- CR008662 to add 63 hours to support SIT, UAT and Go Live for City Taxes (\$8,267.00)

Area	Location	Additional Hours	Bill Rate	Cost
SIT, UAT and Go Live Support - Business Taxes (CR008660)	Onshore	132	\$ 229.00	\$ 30,228.00
SIT, UAT and Go Live Support - Business Taxes (CR008660)	ATCI	165	\$ 53.00	\$ 8,745.00
SIT, UAT and Go Live Support - City Taxes (CR008662)	Onshore	28	\$ 229.00	\$ 6,412.00
SIT, UAT and Go Live Support - City Taxes (CR008662)	ATCI	35	\$ 53.00	\$ 1,855.00
Total		360		\$ 47,240.00

1. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Mar-22	Dec-22	Onshore	\$229	950	\$217,550.00
UI Sr Developer	Business Tax	May-22	Dec-22	ATCi	\$51	960	\$48,960.00
Java Sr Developer	Business Tax	May-22	Dec-22	ATCi	\$51	250	\$12,750.00
ABAP Sr Developer/BRF+	Business Tax	May-22	Dec-22	ATCi	\$53	960	\$50,880.00
ABAP Sr Developer/BRF+	Business Tax	Jun-22	Dec-22	ATCi	\$53	520	\$27,560.00
SAP Sr Business Analyst	City Tax	Mar-22	Dec-22	Onshore	\$229	305	\$69,845.00
ABAP Sr Developer/BRF+	Business Tax	Jun-22	Sep-22	ATCi	\$53	540	\$28,620.00
ABAP Sr Developer/BRF+	City Tax	May-22	Dec-22	ATCi	\$53	620	\$32,860.00
SAP Sr Business Analyst	Business Tax	Apr-22	Dec-22	ATCi	\$49	1100	\$53,900.00
	Business Tax					5,280	\$440,220.00
	City Tax					925	\$102,705.00
	Total					6,205	\$542,925.00

B. The following table is added to this section by increasing fees by \$47,240.00 for DWT-242 Business Tax and TP-501 City Tax to align with 22.12.1 (12/9/2022). The changes are highlighted in yellow.

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	22-Mar	22-Dec	Onshore	\$229	950	\$217,550.00
SAP Sr Business Analyst	Business Tax	1-Nov	22-Dec	Onshore	\$229	132	\$30,228.00
UI Sr Developer	Business Tax	22-May	22-Dec	ATCi	\$51	960	\$48,960.00
Java Sr Developer	Business Tax	22-May	22-Dec	ATCi	\$51	250	\$12,750.00

ABAP Sr Developer/BRF+	Business Tax	22-May	22-Dec	ATCi	\$53	960	\$50,880.00
ABAP Sr Developer/BRF+	Business Tax	22-Jun	22-Dec	ATCi	\$53	520	\$27,560.00
SAP Sr Business Analyst	City Tax	22-Mar	22-Dec	Onshore	\$229	305	\$69,845.00
SAP Sr Business Analyst	City Tax	1-Nov	22-Dec	Onshore	\$229	28	\$6,412.00
ABAP Sr Developer/BRF+	Business Tax	22-Jun	22-Sep	ATCi	\$53	540	\$28,620.00
ABAP Sr Developer/BRF+	Business Tax	1-Nov	22-Dec	ATCi	\$53	165	\$8,745.00
ABAP Sr Developer/BRF+	City Tax	22-May	22-Dec	ATCi	\$53	620	\$32,860.00
ABAP Sr Developer/BRF+	City Tax	1-Nov	22-Dec	ATCi	\$53	35	\$1,855.00
SAP Sr Business Analyst	Business Tax	22-Apr	22-Dec	ATCi	\$49	1100	\$53,900.00
	Business Tax					5,577	\$479,193.00
	City Tax					988	\$110,972.00
	Total					6,565	\$590,165.00

Change Notice Schedule Impact (from/to): None

Fee Impact: Increased Fees by \$47,240.00 to implement CR008660 (\$38,973.00) and CR008662 (\$8,267.00) as part of DWT-242 Business Tax and TP-501 City Tax to align with 22.12.1 (12/9/2022).

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



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

CONTRACT CHANGE NOTICE

Change Notice Number **36**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,479,027.00	\$0.00	\$53,479,027.00		

DESCRIPTION

Effective December 19, 2022, the following amendment is hereby incorporated into the attached SOWs. No additional funding is needed at this time; Existing funds are adequate to support this change of \$1,253,476.00.

This Change Request is to:

- 1) Add additional capacity to SAP M&O (\$700,000.00)
- 2) Add attached SOW for DWT - 232 Phase 1 (\$553,476.00)

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

Ad Board approval for this amendment was received on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-284-7157	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 007-2022

For

DWT-232 TTF Enablement (ITSM 8000001496)

This Statement of Work 007-2022, and any attachment(s) hereto (“SOW”), is by and between the State of Michigan (the “State”) and Accenture LLP (“Contractor”), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the “Contract”), effective September 16, 2019 (“Agreement”). If any term or condition in this Statement of Work (“SOW”) conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about January 3rd, 2023 (“Effective Date”) and shall be completed on or about December 29th, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-232 TTF Enablement (ITSM 8000001496) changes listed below.

Enable TTF (Transparent table for forms) for Taxes below for 2023 Tax returns onwards. Please refer to Appendix for the list of objects in scope.

1. DETC
2. DETW
3. DETI
4. REG
5. SUW
6. CIT
7. MBT
8. ESA
9. MMF
10. FTW

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- No BRF to BRF+ conversion in scope.
- MRE and FTE changes are Out of scope (Already on TTF).



6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

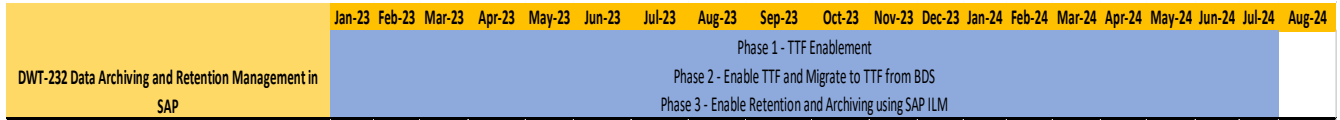
Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Technical Specification Document (TSD)	The overall solution assumes that a base solution design / prototype will be built along with one Tax type, reviewed with DTMB TRB and once agreed, other Taxes can be enabled in using the base solution design.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan. The overall project is being managed by State PMO office as per the below Gantt chart.



DWT-232 Data Archiving and Retention Management in SAP (Phase 1, Phase 2, and Phase 3) Overall Gantt Chart:



This SOW 007-2022 is for Phase 1 – TTF Enablement. A separate SOW will be created for each phase below.

- Phase 2 - Enable TTF and Migrate to TTF from BDS
- Phase 3 - Enable Retention and Archiving using SAP ILM.

Phase 1 - DWT-232 TTF Enablement Gantt Chart:

Sprint#	Scope / Items	Project Dependency	Number of Form Bundles	Number of Forms	Release	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
1	Base Solution Design, Update Common Modules and Enable DETC	None	1	3	23.4.1	Base Solution Design		Technical Enablement		SIT		04/12 Go Live					
2	DETW, DETI, REG Enablement	None	4	16	23.5.1		Technical Enablement		SIT		05/31 Go Live						
3	SUW and CIT Enablement	None	3	34	23.8.1			Technical Enablement		SIT		08/30 Go Live					
4	MBT, ESA, MMF and FTW Enablement	YE-23	5	63	23.12.1				Technical Enablement		SIT		12/15 Go Live				

1. Below are the estimated milestones for DWT-232 TTF Enablement scope for Base Solution Design, Update Common Modules and Enable DETC:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	1/3/2023	1/31/2023
2. BASE SOLUTION DESIGN	1/3/2023	2/28/2023
3. TECHNICAL ENABLEMENT	2/1/2023	3/14/2023
4. SYSTEM INTEGRATION TESTING	3/15/2023	4/4/2023



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
5. USER ACCEPTANCE TESTING	3/15/2023	4/4/2023
6. CUTOVER	4/5/2023	4/11/2023
7. GO LIVE	4/12/2023	4/12/2023

2. Below are the estimated milestones for DWT-232 TTF Enablement scope for DETW, DETI, REG Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	3/1/2023	4/28/2023
2. SYSTEM INTEGRATION TESTING	4/10/2023	5/23/2023
3. USER ACCEPTANCE TESTING	5/17/2023	5/23/2023
4. CUTOVER	5/24/2023	5/30/2023
5. GO LIVE	5/31/2023	5/31/2023

3. Below are the estimated milestones for DWT-232 TTF Enablement scope for SUW and CIT Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	5/1/2023	6/30/2023
2. SYSTEM INTEGRATION TESTING	7/3/2023	8/22/2023
3. USER ACCEPTANCE TESTING	8/16/2023	8/22/2023
4. CUTOVER	8/23/2023	8/29/2023



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
5. GO LIVE	8/30/2023	8/30/2023

4. Below are the estimated milestones for DWT-232 TTF Enablement scope for MBT, ESA, MMF and FTW Enablement:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. TECHNICAL ENABLEMENT	7/3/2023	9/29/2023
2. SYSTEM INTEGRATION TESTING	10/1/2023	12/5/2023
3. USER ACCEPTANCE TESTING	10/26/2023	12/5/2023
4. CUTOVER	12/6/2023	12/14/2023
5. GO LIVE	12/15/2023	12/15/2023

5. [Work Location.](#)

Services against this SOW shall be performed offsite.

6. [Equipment Resources.](#)

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

7. [Responsibilities of Each Party.](#)

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office	



The State	Contractor
<p>space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

8. [Change Control Process.](#)

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.



9. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. There will be no hardware or software acquisitions for, or because of this project.
- vi. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- vii. DTMB PMO team will manage this project.
- viii. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- ix. Contractor will engage some of the existing M&O staff on this Project and those position(s) will be backfilled to avoid any impact to the M&O team's throughput.
- x. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xi. The implementation plan for this SOW is developed referencing 2023 Release schedule.
- xii. For ATCI team members, VDI access and Developer license key cost will be added to the DWT-232 project by DTMB.
- xiii. The solution and pricing are based on ATCI team having access to QA landscape, BI/BW landscape and assumes that State will provide VDI system access to Contractor's offshore team



(estimated up to 5 VDI) and assumes that State will provide laptops to Contractor's onshore team (estimated up to 3 laptops).

- xiv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.
- xv. Transparent Table for Forms (TTF) is a standard SAP Function. It is assumed that SAP allows both BDS content and TTF depending upon the time slice, for example – Tax returns using the BDS / XML content can still use until 2022 tax returns and TTF can support starting 2023. The solution is built on this assumption. Accenture and DTMB will work together with SAP for any issues arises.
- xvi. No BRF to BRF+ conversion in scope. It is assumed that TTF supports BRF that is being used by MBT.
- xvii. No processing rules, letter changes or design changes are part of the scope.
- xxviii. The overall solution assumes that a base solution design / prototype will be built along with one Tax type, reviewed with DTMB TRB and once agreed, other Taxes can be enabled in using the base solution design.
- xix. No Business requirements gathering required due to the Solution is technical in nature. Thus, no Functional Analysis or functional design will be delivered except the one Solution Design that includes the technical steps required to enable the TTF and What Taxes and forms included in.
- xx. This enables the 2023 tax returns onwards. This project does not enable the YE configurations required for 2023, rather sets up the form storage mechanism for 2023 return onwards. QA can test 2023 returns which will be identical to 2022 returns unless YE-23 changes are underway.
- xxi. No Design documentation update is applicable and will be delivered except the Unit Test document.
- xxii. Standard SAP supports reading the data from both XML and TTF Storage. The Scope includes Enabling TTF for all Forms and minor adjustment that is required to enable TTF switch
- xxiii. No BI/BW change are required as it reads the standard module.
- xxiv. Enable TTF for Form data storage going forward. This solution supports old returns with XML Buld/BDS content storage while the new returns created in TTF.
- xxv. Contractor assumes that SAP Standard module supports both XML and TTF for a form bundle with different form version for each version.
- xxvi. The Loading channels must be updated to use XML Bulb or TTF depending upon the year for which the return is submitted.
- xxvii. Contractor assumes that all Tax returns loading, display, Amendment, Billing must be regression tested by DTMB Testing team.



II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
DWT-232 TTF Enablement	January 2023 – December 2023	Offshore – 4 Onshore – 3	\$553,476.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
1. DWT-232 TTF Enablement - PROJECT INITIATION	2/1/2023	\$55,347.60
2. Base Solution Design, Update Common Modules and Enable DETC - Technical Enablement	4/1/2023	\$77,486.64
3. DETC - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	5/1/2023	\$47,045.46
4. DETW, DETI, REG Enablement - Technical Enablement	5/1/2023	\$77,486.64
5. DETW, DETI, REG Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	6/1/2023	\$47,045.46
6. SUW and CIT Enablement - Technical Enablement	7/1/2023	\$77,486.64



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
7. SUW and CIT Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	9/1/2023	\$47,045.46
8. MBT, ESA, MMF and FTW Enablement - Technical Enablement	10/1/2023	\$77,486.64
9. MBT, ESA, MMF and FTW Enablement - SIT/UAT SUPPORT, CUTOVER AND GO LIVE	1/1/2024	\$47,045.46
	Total	\$553,476.00

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



Appendix.

1. Objects Inventory.

Based on preliminary analysis, The Contractor has collected and prepared the following inventories that are applicable for a potential change for successful TTF enablement.

SL#	Tax Type	FB Type	Form#	Form Description
1	MBT	MBT	3581	f3581 Historic Preservation Tax Credit
2	MBT	MBT	4567	4567 Annual Return
3	MBT	MBT	456A(4567)	4567 Annual Return Acct # for Losses
4	MBT	MBT	456B(4567)	4567 Annual Return Acct # for Income
5	MBT	MBT	4568	4568 Nonrefundable Credit Summary
6	MBT	MBT	4569	4569 SBT Credit Carryforwards
7	MBT	MBT	4570	4570 Comp & ITC Cr Combined info
8	MBT	MBT	457C(4570)	4570 Comp & ITC Cr line 4
9	MBT	MBT	457D(4570)	4570 Comp & ITC Cr line 6
10	MBT	MBT	457E(4570)	4570 Comp & ITC Cr line 8
11	MBT	MBT	457F(4570)	4570 Comp & ITC Cr line 13
12	MBT	MBT	457G(4570)	4570 Comp & ITC Cr line 18
13	MBT	MBT	457H(4570)	4570 Comp & ITC Cr line 22
14	MBT	MBT	4571	4571 Small Business Common Credits
15	MBT	MBT	4572	4572 Charitable Contribution Credits
16	MBT	MBT	4573	4573 Misc Nonrefundable Credits
17	MBT	MBT	4574	4574 Refundable Credits
18	MBT	MBT	4575	4575 Loss Adjustment Worksheet
19	MBT	MBT	4577	4577 Shareholders & Officers Part 3
20	MBT	MBT	457A(4577)	4577 Shareholders & Officers Part 1 & 2
21	MBT	MBT	4578	4578 Schedule of Partners lines 2 & 3
22	MBT	MBT	457B(4578)	4578 Schedule of Partners line 1
23	MBT	MBT	4579	4579 Qual Afford Housing Seller deduct
24	MBT	MBT	4580	4580 UBG Summary for Combined Return



SL#	Tax Type	FB Type	Form#	Form Description
25	MBT	MBT	458A (4580)	4580 UBG Member Data
26	MBT	MBT	458B (4580)	4580 UBG Members
27	MBT	MBT	458C (4580)	4580 UBG Affiliates Excluded
28	MBT	MBT	458D (4580)	4580 UBG Affiliates Previously Included
29	MBT	MBT	4582	4582 UPE lines 1, 2, 26, 37 & 38
30	MBT	MBT	458K (4582)	4582 UPE Part 4 Annualization
31	MBT	MBT	458M (4582)	4582 UPE lines 3-25 & 27-36
32	MBT	MBT	4584	4584 Election of Ref or CF of Credits
33	MBT	MBT	4585	4585 SBT ITC Recapture line 7
34	MBT	MBT	458E(4585)	4585 SBT ITC Recapture line 1
35	MBT	MBT	458F(4585)	4585 SBT ITC Recapture line 2
36	MBT	MBT	458G(4585)	4585 SBT ITC Recapture line 3
37	MBT	MBT	458H(4585)	4585 SBT ITC Recapture line 4
38	MBT	MBT	458I(4585)	4585 SBT ITC Recapture line 5
39	MBT	MBT	458J(4585)	4585 SBT ITC Recapture line 6
40	MBT	MBT	4586	4586 Bus Act PL 86-272
41	MBT	MBT	4587	4587 Recapture Certain Credits
42	MBT	MBT	458N(4587)	4587 Film Infrastructure Credit Line 8a
43	MBT	MBT	4588	4588 Insurance & Retaliatory Annual
44	MBT	MBT	4590	4590 Financial Annual
45	MBT	MBT	4594	4594 Farmland Credit
46	MBT	MBT	459B(4594)	4594 Farmland Credit lines 19A -19F
47	MBT	MBT	4595	4595 Renaissance Zone Credit
48	MBT	MBT	4596	4596 Insurance Misc Credits
49	MBT	MBT	4752	4752 MBT UBG Combined Filing- FI Instute
50	MBT	MBT	457A(4572)	4752 Member Data for combined return
51	MBT	MBT	457B(4572)	4752 Unitary Businesss Group Members
52	MBT	MBT	457C(4572)	4752 Affiliates Excluded from this rtn



SL#	Tax Type	FB Type	Form#	Form Description
53	MBT	MBT	457D(4572)	4752 Affiliates included in prior return
54	MBT	MBT	4946	4946 Sch of CIT Liability for MBT filer
55	MBT	MBT	4947	4947 Schedule of Certified Credits
56	MBT	MBT	496A	4966 sub form FTW detail data
57	MBT	MBT	4974	4974 Sch of CIT for MBT Insurance Filer
58	MBT	MBT	4975	4975 MBT Corporate Income Tax Liability
59	CIT	CIT	4891	4891 Standard Taxpayer
60	CIT	CIT	4893	4893 Small Business Alternative Credit
61	CIT	CIT	4894	4894 CIT Sched of Shreholders & Officers
62	CIT	CIT	4895	4895 CIT Tax Loss Adjustment
63	CIT	CIT	4897	4897 CIT - Data for UBG Members
64	CIT	CIT	4898	4898 Non-Unitary Relationships with FTE
65	CIT	CIT	4899	4899 CIT UPE Penalty and Interest
66	CIT	CIT	4900	4900 Unitary Relationships with FTE
67	CIT	CIT	4902	4902 CIT Schdule of Recap of Crdts
68	CIT	CIT	4903	4903 CIT Withholding Opt-Out Schedule
69	CIT	CIT	4905	4905 Insurance Taxpayer
70	CIT	CIT	4908	4908 CIT Annual Return Financial Inst
71	CIT	CIT	4910	4910 CIT UBG Financial Institutions
72	CIT	CIT	4911	4911 CIT Schedule of FTW
73	DETC	CTYC	CORP	5297-City Corp. Income Tax Return
74	DETC	CTYC	CTPI	5324-City Corporate UPE Penalty and Inte
75	DETC	CTYC	RENZ	5298-City Corp Renaissance Zone Schedule
76	DETI	CTYI	CUPE	2210-City UPE Penalty and Interest
77	DETI	CTYI	NONR	5119-City Non Resident Income Tax
78	DETI	CTYI	NONS	5245-City Non Obligated Spouse
79	DETI	CTYI	PARR	5120-City Part-Year Resident Income Tax
80	DETI	CTYI	RESI	5118-City Resident Income Tax Return
81	DETI	CTYI	SCHW	5121-City Withholding Tax Schedule
82	DETI	CTYI	UPEI	5338-City UPE Penalty and Interest
83	DETI	CTYI	UPEP	5338-City UPE Penalty and Interest
84	DETW	CYWA	CWHA	5321 City Income Tax Withholding



SL#	Tax Type	FB Type	Form#	Form Description
85	DETW	CYWM	CWHM	5323-City Withholding Monthly/Qtr Return
86	ESA	ESA	5328	Essential Services Assessment Annual Rt
87	FTW	FTWA	4918	4918 FTW Annual Return
88	FTW	FTWA	4920	4920 FTW Opt-Out Schedule
89	FTW	FTWQ	4917	4917 FTW Quarterly Return
90	SUW	SUWA	SAL4	5091 Sales 4% and 6% Annual Form
91	SUW	SUWA	SALA	5081 Sales Annual Form
92	SUW	SUWA	SUM4	5091 Summary - 4% 6% Annual Form
93	SUW	SUWA	SUMA	5081 - Summary Annual Form
94	SUW	SUWA	USE4	5091 Use 4% and 6% Annual Form
95	SUW	SUWA	USEA	5081 Use Annual form
96	SUW	SUWA	WTH4	5091 Withholding 4% and 6% Annual Form
97	SUW	SUWA	WTHA	5081 Withholding Annual form
98	SUW	SUWM	CONS	5089 Con.Sales Tax Retrtn & Paymt
99	SUW	SUWM	FUEA	5084 Fuel Advance Credit Repayment
100	SUW	SUWM	FUER	5085 Fuel Retailer Supplemental Schedule
101	SUW	SUWM	FUES	5083 Fuel Suppl & Wholesaler Prep. Sales
102	SUW	SUWM	SALM	5080 Sales Monthly/Quarterly Form
103	SUW	SUWM	SERS	SER Sales form
104	SUW	SUWM	SERU	SER Use Form
105	SUW	SUWM	SUMM	5080 Summary Monthly/Quarterly Form
106	SUW	SUWM	SUMS	SER - Summary Form
107	SUW	SUWM	USEM	5080 Use Monthly/Quarterly Form
108	SUW	SUWM	VEHD	5086 Vehicle Dealer Supplemental Schedule
109	SUW	SUWM	WTHM	5080 Withholding Monthly/Quarterly Form
110	REG	ZREG	ZARD	Authorized Representative Declaration
111	REG	ZREG	ZEFT	EFT Credit and Debit Forms
112	REG	ZREG	ZPSP	Payroll Service Provider
113	REG	ZREG	ZREG	518 Registration for Michigan Taxes
114	REG	ZREG	ZSST	Streamline Sales Taxes - Registration
115	REG	ZREG	ZTRI	Tribal form
116	MMF	MMF	MMTQ	Medical Marihuana Tax Quarterly Return



SL#	Tax Type	FB Type	Form#	Form Description
117	NTS	NTS	NTS	Adjust during the Loading process - switch between XML Bulb and TTF based on business rules.
118	NTS	NTS	NTS	Merge and Amendment process
119	NTS	NTS	NTS	Merge and Audit process
120	NTS	NTS	NTS	Manual Adjust on return (Reopen/Adjust)
121	NTS	NTS	NTS	Review and Adjust Webdypro display if required
122	NTS	NTS	NTS	Adjust reading form data from both XML and TTF
123	NTS	NTS	NTS	DW interface verification
124	NTS	NTS	NTS	Miscellaneous



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 006-2022

For

Adding additional one-time capacity to MTO and SAP Application Support

This Statement of Work 006-2022, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about January 3rd, 2023 ("Effective Date") and shall be completed on or about December 31st, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Add additional one-time capacity to the existing SAP Baseline Maintenance and Support team to work on the application support services for SAP and MTO as defined in Schedule A, Statement of Work of the Contract. Below is the Staffing Plan.

Role	Area	Estimated Roll on Date	Estimated Roll off Date	Location	Estimated Hours
ABAP Sr Developer/BRF+	MTO Application Support	1/3/2023	10/31/2023	Onshore	1600
SAP Sr Business Analyst	SAP Application Support	1/3/2023	8/31/2023	Onshore	1280
ABAP Sr Developer/BRF+	SAP Application Support	2/16/2023	12/15/2023	ATCi	1600
ABAP Sr Developer/BRF+	SAP Application Support	2/16/2023	12/15/2023	ATCi	1600
	MTO Application Support				1600
	SAP Application Support				4480
	Total				6,080

3. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination.

4. Work Location.

Services against this SOW shall be performed offsite.

5. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.



6. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	



The State	Contractor
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

7. **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.



8. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor’s performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. For ATCI team members, VDI access and Developer license key cost will be added to this SOW by DTMB.
- ii. The solution and pricing are based on ATCI team having access to QA landscape and assumes that State will provide VDI system access to Contractor’s offshore team (estimated up to 2 VDI and up to \$2400) and assumes that State will provide laptops to Contractor’s onshore team (estimated up to 2 laptops).
- iii. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- iv. Contractor assumes that the additional capacity will be utilized to work on Prioritized tickets based on Value rather than focusing on reducing the backlog.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
Adding additional one-time capacity to MTO and SAP Application Support	January 2023 – December 2023	Offshore – 2 Onshore – 2	\$700,000.00

** The number of resources will fluctuate up or down based on the milestones being worked on.*

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – January 2023	2/1/2023	\$80,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – February 2023	3/1/2023	\$80,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – March 2023	4/1/2023	\$80,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – April 2023	5/1/2023	\$80,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – May 2023	6/1/2023	\$80,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – June 2023	7/1/2023	\$80,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – July 2023	8/1/2023	\$80,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – August 2023	9/1/2023	\$35,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – September 2023	10/1/2023	\$35,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – October 2023	11/1/2023	\$35,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – November 2023	12/1/2023	\$18,000.00
SOW 006-2022 - SAP and MTO Baseline Maintenance and Support – December 2023	1/1/2024	\$17,000.00
	Total	\$700,000.00

3. Expenses.

No travel expenses will be paid by the State.



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

CONTRACT CHANGE NOTICE

Change Notice Number **35**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,391,302.00	\$87,725.00	\$53,479,027.00		

DESCRIPTION

Effective November 9, 2022, the following amendment is hereby incorporated into the attached SOWs. This Contract is also hereby increased by \$87,725.00.

This Change Request is to:

- Add scope and increase funding by \$25,752.00 for the TP-521 Special Taxes to MiFACTS from 11/1/2022 through 4/20/2023.
- Add scope and increase Fees by \$62,000.00 to amend Change Request 18 as part of TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1(12/9/2022).

All other terms, conditions, and specifications remain the same. Per DTMB contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	517-284-7157	verevkoa@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 005-2022

For

TP-521 Special Taxes To MiFACTS

This Statement of Work 005-2022, and any attachment(s) hereto (“SOW”), is by and between the State of Michigan (the “State”) and Accenture LLP (“Contractor”), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the “Contract”), effective September 16, 2019 (“Agreement”). If any term or condition in this Statement of Work (“SOW”) conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. **Scope of Services and Project Deliverables.**

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. **Term.**

The Services will be performed by Contractor commencing on or about November 1st, 2022 (“Effective Date”) and shall be completed on or about April 30th, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.

2. **Services Scope (“Services”).**



Scope includes the following:

The existing webservice that was built as part of the design RICEFWT ID - TI04 255 INT FS MiFACTS to MIITAS Web Service requires to be modified to add additional end point / providing query results to MiFACTS based on additional response as per the scope mentioned in ITSM 8000002428.

- Active Address: (Validation)
- Legal Address
- Mailing Address
- Physical Address
- Get following account number: (Validation)
- Get FEIN based in given ME
- Get FEIN based on given TR
- Get ME based on FEIN
- Get TR based on FEIN
- Need Business Locations count for a FEIN. (Edit screen)
- Get an indicator that the taxpayer is actively register for requested tax type for FEIN. (Validation)
- Get the list of power of attorney for a specific FEIN (Edit screen)
- Name1/Last Name
- Valid From
- Valid To

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the above functionality.

3. **Warranty for Services.**

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. **Termination.**

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.



5. Out of Scope.

- Application Development work other than SAP ECC.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment	Primary	Secondary (Defect fixes only)



Deliverables	Description	Responsibility	
		State	Accenture
	plan; Operational Readiness and Monitoring Plan		
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. **High Level Milestones.**

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS AND FUNCTIONAL DESIGN	11/1/2022	11/30/2022
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	12/1/2022	1/10/2023
3. SYSTEM INTEGRATION TESTING	1/26/2023	2/21/2023
4. USER ACCEPTANCE TESTING	2/15/2023	3/30/2023
5. CUTOVER AND GO LIVE	4/27/2023	4/27/2023

8. **Work Location.**

Services against this SOW shall be performed offsite.

9. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses,



telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's	



The State	Contractor
<p>involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources' compliance with the State</p>	



The State	Contractor
applicable security policies and for informing and training Contractor resources about its applicable security policies.	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor’s performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.



- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that TP – 521 will be scheduled as part of April 2023 release. If the release is scheduled for a different release date, past the April 2023 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xiii. For ATCI team members, VDI access and Developer license key cost will be added to the TP-521 project by DTMB.
- xiv. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xv. The Contractor assumes that VDI access will be available for continued support during the Warranty period.
- xvi. It is assumed and agreed that the existing MiFACTS application needs to regenerate and re-map the modified web service post implementation.

II. Payment Terms and Conditions.



1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
TP-521 Special Taxes To MiFACTS	November 2022 – April 2023	Offshore – 1 Onshore – 1	\$25,725.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP – 521- ANALYSIS AND FUNCTIONAL DESIGN	12/1/2022	\$7,717.50
TP – 521 - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/10/2023	\$10,290.00
TP – 521 - SYSTEM INTEGRATION TESTING, USER ACCEPTANCE TESTING	4/1/2023	\$4,000.00
TP – 521 - CUTOVER AND GO LIVE	5/1/2023	\$3,717.50
	Total	\$25,725.00



3. Expenses.

No travel expenses will be paid by the State.



AMENDMENT 4
to
CONTRACT CHANGE NOTICE #18

For

STATEMENT OF WORK 006-2021

For

TP-510 (E) Flow Through Entity Tax Phase 1 -3

This Amendment #3 (“AMD”) to Contract Change Notice #18 dated October 28, 2021, (mutual signature date) reflects changes to Statement of Work 006-2021 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 006-2021 identified herein as follows:

AMD #:	004
ACN Project	Naren Turimella
Statement of Work	TP-510 (E) Flow Through Entity Tax Phase 1 -3



Describe the Change(s): This Change Request is to: Add scope and increase Fees by \$62,000.00 to implement change request listed below as part of TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1 (12/9/2022).

- CR008478_MTO-FTE Changes to Manage Registration Tile
1. SOW Section 2, Services Scope (“Services”), Phase 3.0 Scope is updated as follows:

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
3.0	<p><u>End to End Processing:</u></p> <p>a) Return(s) Enablement in SAP and MTO</p> <p>b) Complete functionality on MTO (payment, return, payment history etc.)</p> <p>c) Taxpayer able to file and pay through MTO and SAP end to end</p>	<ul style="list-style-type: none"> • Annual tax return with form (Simple) set up, validation and posting • Amendment framework • Workflow and suspense reporting • TBOR – Refund Adjustment and Additional Tax Due • Grace and hold days, channel – MTO • NR and Late P&I like FTW • Refund 	<ul style="list-style-type: none"> • Home Page/Tile • Tax Type Dashboard • Summary Page • File and Pay a Tax Return • Amend and Pay Processed Returns • File Additional Tax Returns • View and print function. • Manage Payments • Payment History • Shared Secrets Authentication • Letters • UPE form enabled for Taxpayer 	<ul style="list-style-type: none"> • Existing BI/BW report integration • No new report



Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
	<p>processing enabled</p> <p>d) UPE</p> <p>e) Audit processing Enabled in SAP ECC</p> <p>f) Enable Audit payment functionality from MTO</p> <p>g) Extension, and extensions enablement</p> <p>h) Ability to enter foreign address when registering for FTE</p> <p>i) Taxpayer able to view and manage FTE in MTO under Manage My Business-> Registered Taxes; Account Access & History-> Manage Representatives</p>	<ul style="list-style-type: none"> • Accounting set up and SIGMA reporting • Revenue distribution – like P&I reclass of FTW • A file-based interface to IIT system • Financial dunning and STAR like SUW • Other interfaces update as applicable • UPE form design, processing rules • Audit interface • Audit framework processing • New Bank code integration with JPMC • Enhance and enable 4P interface to receive extension payments for FTE • Payment Statement letter 	<ul style="list-style-type: none"> • UPE form available • Enable for Audit payment • Add Extension Payment option in MTO for FTE • Add Extension option in MTO under FTE Tax Tile • Change 5774 table to align with 5773 table design • Enable foreign address fields on <ul style="list-style-type: none"> ○ Registration Services - >Start a New Business Registration - > FTE ○ Guest Services - >Fast File - >FTE ○ Guest Services -> Fast Pay -> FTE • Add Flow-through Entity Tax (FTE) to the registered taxes 	



Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
		<ul style="list-style-type: none"> • TBOR Letter Throttle on Billing Function • Adhoc report for the schedules • Modify webservice and API for accepting foreign address • Replace State Seal with New Logo on six letters • BRF+ Rules and Processing logic Update - 151 form • Letter 5695 (Summary of changes) 	<p>in case the taxpayer is registered for the tax.</p> <ul style="list-style-type: none"> • The Flow-through Entity Tax (FTE) will not have any action available, including Discontinue. • Add a Message to the top of the screen to explain to the taxpayer why there is no action available to Flow-through Entity Tax (FTE) • Add Flow-through Entity Tax (FTE) as part of the dropdowns for “Authorization Tax Options - Permitted Actions” and “Specific Limits”. 	

2. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:



Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 6	\$141,770.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – December 2022	Onshore – 4 Offshore – 12	\$2,305,484.00
		Total Price	\$2,808,154.00

B. The following table is added to this section by increasing fees by \$62,000.00 for TP-510 (E) Flow Through Entity Tax - Phase III:

Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 6	\$141,770.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – December 2022	Onshore – 4 Offshore – 12	\$2,367,484.00
		Total Price	\$2,870,154.00

** The number of resources will fluctuate up or down based on the milestones being worked on.*



3. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows for **TP-510 (E) Flow Through Entity Tax - Phase III**:

A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	5/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$553,473.90
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN - CR007239 and CR007548	9/1/2022	\$125,949.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR007239 and CR007548	10/1/2022	\$143,942.00
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – September 2022	10/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN - CR007648 and CR008203	10/10/2022	\$30,214.80



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR007648 and CR008203	11/1/2022	\$45,322.20
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022 - CR007239 and CR007548	12/1/2022	\$89,963.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022 - CR007648 and CR008203	12/1/2022	\$25,179.00
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$92,245.65
	Total	\$2,808,154.00



B. The following table is added to this section by increasing Fees by \$62,000.00 to implement CR008478_MTO-FTE Changes to Manage Registration Tile as part of TP-510 (E) Flow Through Entity Tax - Phase III:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	5/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$553,473.90
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN - CR007239 and CR007548	9/1/2022	\$125,949.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR007239 and CR007548	10/1/2022	\$143,942.00
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – September 2022	10/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND	10/10/2022	\$30,214.80



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
FUNCTIONAL DESIGN - CR007648 and CR008203		
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR007648 and CR008203	11/1/2022	\$45,322.20
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022 - CR007239 and CR007548	12/1/2022	\$89,963.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022 - CR007648 and CR008203	12/1/2022	\$25,179.00
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST, SYSTEM INTEGRATION TESTING – CR008478	12/1/2022	\$62,000.00
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$92,245.65
	Total	\$2,870,154.00



Change Notice Schedule Impact (from/to): None

Fee Impact: Increased Fees by \$62,000.00 to implement CR008478_MTO-FTE Changes to Manage Registration Tile as part of TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1 (12/9/2022).

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



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

CONTRACT CHANGE NOTICE

Change Notice Number **34**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$54,391,302.00	(\$1,000,000.00)	\$53,391,302.00		

DESCRIPTION

Effective November 9th, 2022, the following amendment is hereby incorporated into the SOW of this contract revising Change Notice 30. Total cost of reduction in this amendment is \$1,000,000.00, per attached SOW.

This Change Notice amends Schedule A – Exhibit 1 – Pricing Table:

- Option Year 1 price has been reduced from \$5,621,512 to \$4,621,512 for \$1M discount.
- Option Year 1 (2023) Rate Card will be applied for backlog reduction, and for any SOW signed and work performed during Option Year 1 (2023) in FY23.
- \$1M discount is split across January 2023 Through September 2023.
- The payment schedule table is replaced with new table to reflect \$1,000,000 discount.

All other terms, conditions, and specifications remain the same. Per DTMB contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov
DTMB	Andrey Verevko	(517) 284-7157	verevkoa@michigan.gov

CHANGE REQUEST FORM

This Change Request (the “Change Request” or “CR”) dated November 01, 2022 (“CR Effective Date”) reflects changes to and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of the Statement of Work identified herein as follows:

CR #:	
ACN Project Manager:	Naren Turimella
Statement of Work Name:	SAP Maintenance & Operations Support

Describe the Change(s): This Change Request is to:

- Schedule A, Exhibit 1 – PRICING: Year 1, 2023, line #1 is updated to include the \$1,000,000 discount. The State has requested that the discount be applied to SAP, Batch and MTO Baseline Maintenance and Support. The parties agree that the discount is fully utilized here in, no more discounts will be applied.

Deliverables	Option Years					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
	2023	2024	2025	2026	2027	
1. SAP, Batch and MTO Baseline Maintenance and Support*	\$4,621,512	\$5,621,512	\$5,621,512	\$5,621,512	\$5,621,512	\$27,107,560
2. Enhancements or any additional services requiring a SOW (est.)**	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$20,000,000
Total with Enhancements	\$8,621,512	\$9,621,512	\$9,621,512	\$9,621,512	\$9,621,512	\$47,107,560

* As per discussion with DTMB and Treasury, the Contractor has flatlined the Fees across the five option years. The Deliverables have been simplified down into two tasks.

** For SOWs that are Time and Material, hours will be estimated, and price will be calculated based on relevant Rate Card.

2. Schedule A, Exhibit 1 – Pricing: The parties agree that first three sentences in the below statement are struck out and no longer apply.

~~The Contractor will include \$1,000,000 discount that can be used at the State’s discretion, including additional capacity. This discount must be utilized by September 15, 2027. If the State starts a backlog reduction project by January 1, 2023, this discount will be applied using the 2019 Rate Card. Option Year 1 (2023) Rate Card will be applied for any SOW signed and work performed during Option Year 1 (2023) including backlog reduction SOW. The parties understand that the \$1M discount is provided on good faith assuming contract extension executes successfully as agreed. Should the contract be terminated, by either party, prior to September 15, 2027, both parties mutually agree the discount will be prorated to the Termination Date and if the applied credits exceed the prorated amount, the Contractor will be reimbursed for the excess discount redeemed by the State.~~

3. Schedule A, Exhibit 1 – Pricing: The payment schedule table is deleted and replaced with the table below to reflect \$1,000,000 discount:

SAP, Batch and MTO Baseline Maintenance and Support Invoice Schedule for Years 1 (2023) through 5 (2027):

Sequence#	Invoice Ref	Invoice Name	Date Of	Line Item-	Invoice Ref	Invoice Total	Discount	Total Payments
			Submission	SAP, Batch and MTO Baseline Maintenance and Support				
Y4.1	September, 2022	September 2022 - Service Delivery	1-Oct-22	\$234,229.67	Sep-2022	\$234,229.67	\$0.00	\$234,229.67
Y4.2	October, 2022	October 2022 - Service Delivery	1-Nov-22	\$468,459.33	Oct-2022	\$468,459.33	\$0.00	\$468,459.33
Y4.3	November, 2022	November 2022 - Service Delivery	1-Dec-22	\$468,459.33	Nov-2022	\$468,459.33	\$0.00	\$468,459.33
Y4.4	December, 2022	December 2022 - Service Delivery	1-Jan-23	\$468,459.33	Dec-2022	\$468,459.33	\$0.00	\$468,459.33
Y4.5	January, 2022	January 2022 - Service Delivery	1-Feb-23	\$468,459.33	Jan-2023	\$468,459.33	(\$83,333.38)	\$385,125.96
Y4.6	February, 2022	February 2022 -	1-Mar-23	\$468,459.33	Feb-2023	\$468,459.33	(\$83,333.38)	\$385,125.96

		Service Delivery						
Y4.7	March, 2022	March 2022 - Service Delivery	1-Apr-23	\$468,459.33	Mar-2023	\$468,459.33	(\$83,333.38)	\$385,125.96
Y4.8	April, 2022	April 2022 - Service Delivery	1-May-23	\$468,459.33	Apr-2023	\$468,459.33	(\$83,333.38)	\$385,125.96
Y4.9	May, 2022	May 2022 - Service Delivery	1-Jun-23	\$468,459.33	May-2023	\$468,459.33	(\$83,333.38)	\$385,125.96
Y4.10	June, 2022	June 2022 - Service Delivery	1-Jul-23	\$468,459.33	Jun-2023	\$468,459.33	(\$83,333.38)	\$385,125.96
Y4.11	July, 2022	July 2022 - Service Delivery	1-Aug-23	\$468,459.33	Jul-2023	\$468,459.33	(\$83,333.38)	\$385,125.96
Y4.12	August, 2022	August 2022 - Service Delivery	1-Sep-23	\$468,459.33	Aug-2023	\$468,459.33	(\$83,333.38)	\$385,125.96
Y4.13	September, 2023	September 2023 - Service Delivery 1	1-Oct-23	\$234,229.67	Sep-2023	\$234,229.67	(\$333,333.00)	(\$99,103.33)
Sub Total - Year# 4						\$5,621,512.00	(\$1,000,000.00)	\$4,621,512.00
Y5.1	September, 2023	September 2023 - Service Delivery 2	1-Oct-23	\$234,229.67	Sep-2023	\$234,229.67		\$234,229.67
Y5.2	October, 2023	October 2023 - Service Delivery	1-Nov-23	\$468,459.33	Oct-2023	\$468,459.33		\$468,459.33
Y5.3	November, 2023	November 2023 - Service Delivery	1-Dec-23	\$468,459.33	Nov-2023	\$468,459.33		\$468,459.33
Y5.4	December, 2023	December 2023 - Service Delivery	1-Jan-24	\$468,459.33	Dec-2023	\$468,459.33		\$468,459.33
Y5.5	January, 2024	January 2024 - Service Delivery	1-Feb-24	\$468,459.33	Jan-2024	\$468,459.33		\$468,459.33
Y5.6	February, 2024	February 2024 - Service Delivery	1-Mar-24	\$468,459.33	Feb-2024	\$468,459.33		\$468,459.33

Y5.7	March, 2024	March 2024 - Service Delivery	1-Apr-24	\$468,459.33	Mar-2024	\$468,459.33		\$468,459.33
Y5.8	April, 2024	April 2024 - Service Delivery	1-May-24	\$468,459.33	Apr-2024	\$468,459.33		\$468,459.33
Y5.9	May, 2024	May 2024 - Service Delivery	1-Jun-24	\$468,459.33	May-2024	\$468,459.33		\$468,459.33
Y5.10	June, 2024	June 2024 - Service Delivery	1-Jul-24	\$468,459.33	Jun-2024	\$468,459.33		\$468,459.33
Y5.11	July, 2024	July 2024 - Service Delivery	1-Aug-24	\$468,459.33	Jul-2024	\$468,459.33		\$468,459.33
Y5.12	August, 2024	August 2024 - Service Delivery	1-Sep-24	\$468,459.33	Aug-2024	\$468,459.33		\$468,459.33
Y5.13	September, 2024	September 2024 - Service Delivery 1	1-Oct-24	\$234,229.67	Sep-2024	\$234,229.67		\$234,229.67
Sub Total - Year# 5						\$5,621,512.00		\$5,621,512.00
Y6.1	September, 2024	September 2024- Service Delivery 2	1-Oct-24	\$234,229.67	Sep-2024	\$234,229.67		\$234,229.67
Y6.2	October, 2024	October 2024- Service Delivery	1-Nov-24	\$468,459.33	Oct-2024	\$468,459.33		\$468,459.33
Y6.3	November, 2024	November 2024 - Service Delivery	1-Dec-24	\$468,459.33	Nov-2024	\$468,459.33		\$468,459.33
Y6.4	December, 2024	December 2024 - Service Delivery	1-Jan-25	\$468,459.33	Dec-2024	\$468,459.33		\$468,459.33
Y6.5	January, 2025	January 2025 - Service Delivery	1-Feb-25	\$468,459.33	Jan-2025	\$468,459.33		\$468,459.33
Y6.6	February, 2025	February 2025 - Service Delivery	1-Mar-25	\$468,459.33	Feb-2025	\$468,459.33		\$468,459.33
Y6.7	March, 2025	March 2025 -	1-Apr-25	\$468,459.33	Mar-2025	\$468,459.33		\$468,459.33

		Service Delivery						
Y6.8	April, 2025	April 2025 - Service Delivery	1-May-25	\$468,459.33	Apr-2025	\$468,459.33		\$468,459.33
Y6.9	May, 2025	May 2025 - Service Delivery	1-Jun-25	\$468,459.33	May-2025	\$468,459.33		\$468,459.33
Y6.10	June, 2025	June 2025 - Service Delivery	1-Jul-25	\$468,459.33	Jun-2025	\$468,459.33		\$468,459.33
Y6.11	July, 2025	July 2025 - Service Delivery	1-Aug-25	\$468,459.33	Jul-2025	\$468,459.33		\$468,459.33
Y6.12	August, 2025	August 2025 - Service Delivery	1-Sep-25	\$468,459.33	Aug-2025	\$468,459.33		\$468,459.33
Y6.13	September, 2025	September 2025 - Service Delivery 1	1-Oct-25	\$234,229.67	Sep-2025	\$234,229.67		\$234,229.67
Sub Total - Year#6						\$5,621,512.00		\$5,621,512.00
Y7.1	September, 2025	September 2025 - Service Delivery 2	1-Oct-25	\$234,229.67	Sep-2025	\$234,229.67		\$234,229.67
Y7.2	October, 2025	October 2025 - Service Delivery	1-Nov-25	\$468,459.33	Oct-2025	\$468,459.33		\$468,459.33
Y7.3	November, 2025	November 2025 - Service Delivery	1-Dec-25	\$468,459.33	Nov-2025	\$468,459.33		\$468,459.33
Y7.4	December, 2025	December 2025 - Service Delivery	1-Jan-26	\$468,459.33	Dec-2025	\$468,459.33		\$468,459.33
Y7.5	January, 2026	January 2026 - Service Delivery	1-Feb-26	\$468,459.33	Jan-2026	\$468,459.33		\$468,459.33
Y7.6	February, 2026	February 2026 - Service Delivery	1-Mar-26	\$468,459.33	Feb-2026	\$468,459.33		\$468,459.33
Y7.7	March, 2026	March 2026 - Service Delivery	1-Apr-26	\$468,459.33	Mar-2026	\$468,459.33		\$468,459.33

Y7.8	April, 2026	April 2026 - Service Delivery	1-May-26	\$468,459.33	Apr-2026	\$468,459.33		\$468,459.33
Y7.9	May, 2026	May 2026 - Service Delivery	1-Jun-26	\$468,459.33	May-2026	\$468,459.33		\$468,459.33
Y7.10	June, 2026	June 2026 - Service Delivery	1-Jul-26	\$468,459.33	Jun-2026	\$468,459.33		\$468,459.33
Y7.11	July, 2026	July 2026 - Service Delivery	1-Aug-26	\$468,459.33	Jul-2026	\$468,459.33		\$468,459.33
Y7.12	August, 2026	August 2026 - Service Delivery	1-Sep-26	\$468,459.33	Aug-2026	\$468,459.33		\$468,459.33
Y7.13	September, 2026	September 2026 - Service Delivery 1	1-Oct-26	\$234,229.67	Sep-2026	\$234,229.67		\$234,229.67
Sub Total - Year#7						\$5,621,512.00		\$5,621,512.00
Y8.1	September, 2026	September 2026 - Service Delivery 2	1-Oct-26	\$234,229.67	Sep-2026	\$234,229.67		\$234,229.67
Y8.2	October, 2026	October 2026 - Service Delivery	1-Nov-26	\$468,459.33	Oct-2026	\$468,459.33		\$468,459.33
Y8.3	November, 2026	November 2026 - Service Delivery	1-Dec-26	\$468,459.33	Nov-2026	\$468,459.33		\$468,459.33
Y8.4	December, 2026	December 2026 - Service Delivery	1-Jan-27	\$468,459.33	Dec-2026	\$468,459.33		\$468,459.33
Y8.5	January, 2027	January 2027 - Service Delivery	1-Feb-27	\$468,459.33	Jan-2027	\$468,459.33		\$468,459.33
Y8.6	February, 2027	February 2027 - Service Delivery	1-Mar-27	\$468,459.33	Feb-2027	\$468,459.33		\$468,459.33
Y8.7	March, 2027	March 2027 - Service Delivery	1-Apr-27	\$468,459.33	Mar-2027	\$468,459.33		\$468,459.33
Y8.8	April, 2027	April 2027 -	1-May-27	\$468,459.33	Apr-2027	\$468,459.33		\$468,459.33

		Service Delivery						
Y8.9	May, 2027	May 2027 - Service Delivery	1-Jun-27	\$468,459.33	May-2027	\$468,459.33		\$468,459.33
Y8.10	June, 2027	June 2027 - Service Delivery	1-Jul-27	\$468,459.33	Jun-2027	\$468,459.33		\$468,459.33
Y8.11	July, 2027	July 2027 - Service Delivery	1-Aug-27	\$468,459.33	Jul-2027	\$468,459.33		\$468,459.33
Y8.12	August, 2027	August 2027 - Service Delivery	1-Sep-27	\$468,459.33	Aug-2027	\$468,459.33		\$468,459.33
Y8.13	September, 2027	September 2027 - Service Delivery	1-Oct-27	\$234,229.67	Sep-2027	\$234,229.67		\$234,229.67
Sub Total - Year#8						\$5,621,512.00	\$0.00	\$5,621,512.00
Total						\$28,107,560.00	(\$1,000,000.00)	\$27,107,560.00

Schedule Impact (from/to): NA

Fee Impact: Noted above in #3.



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

CONTRACT CHANGE NOTICE

Change Notice Number **33**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$54,418,072.00	(\$26,770.00)	\$54,391,302.00		

DESCRIPTION

Effective 9/26/2022, the following amendment is hereby incorporated into the SOW of this contract. Total cost of reduction in this amendment is \$26,770.00.

This Change Request is to de-scope requirements from DS-032 (Business Tax Modernized E-file).

All other terms, conditions, and specifications remain the same. Per DTMB contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #25

For
STATEMENT OF WORK 004-2021
For
DS-032 Business Tax Modernized E-file (MeF)

This Amendment #1 (“AMD”) to Contract Change Notice #25 dated February 24, 2022, (mutual signature date) reflects changes to Statement of Work 004-2021 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 004-2021 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	DS-032 Business Tax Modernized E-file (MeF)

Describe the Change(s): This Change Request is to: de-scope requirements from DS-032. This is a (\$26,770) change request.

1. SOW Section 2, Services Scope (“Services”), Scope is updated as follows:

A. The following scope is deleted in its entirety:

The scope includes design, build and SIT/UAT support of new Integration of MTO with Business Tax Modernized E-file (MeF) application to help Business users/testers/developers seamlessly file Business Taxes from MTO development/QA environments. (Extending MeF Tax services into MTO application for testing purposes).

MeF Transmitter High-level Requirements:

- All features/functionality of transmitter application will be in accordance with IRS standards/requirements as detailed in relevant IRS publications/documentation (MeF Toolkit; Publication 4164; MeF Reference Guide; MeF Submission Composition Guide).
 - Web Service to include calls and appropriate responses for:
 - SendSubmissions
 - GetNewSubmissionsStatus
 - GetSubmissionsStatus
 - GetSubmissionStatus
- Browser-based interface for logging in and transmitting to MeF to execute web service calls.
- Transmitter application will transmit submissions from a predetermined user directory.
- Transmitter application will zip submissions to create payload for transmittal to the IRS.
- Login for transmission will use certificate/credentials currently used to log in to the IRS MeF ATS.

- Web service activity will be captured in trace/audit logs (as is done for the S01 program) and saved to a designated user directory.
- Create an SAP program which can query the ZRP_ACKNOWLEDGEM table and create .csv file. This program to be used in SAP QA environment only.

B. The following scope is added:

- As part of the DS 032 project, there will be a new reconciliation report to reconcile Mef return files uploaded into the Tidal Server, FTP server and AL11 server. These files will be of 3 formats PDF, XML and DAT extension files. This report should be able to identify whether the files are successfully uploaded in the servers and based on the report output there will be an attempt to reload the missing return files again. The Validation of the files would be based on the Submission Ids. The report will be executed on the background by scheduling team multiple times a day and the report will be auto delivered to the target audience.
- The scope is applicable to tax types CIT, CTYC, MBT, ESA.
- This report will allow the business to identify the status of the upload of the return files in each of the servers whether it is uploaded into Tidal or FTP server and finally uploaded into AL11 application server paths in SAP.
- The files to be validated must have been uploaded in AL11 – INT7A paths.
- Tester must have security to run the transaction and must have access to AL11 paths.

2. SOW Section 6, Project Assumptions is updated as follows:

The following is deleted in its entirety:

- The Contractor assumes that Integration of MTO with Business Tax Modernized E-file (MeF) application will not be deployed to production. The application will be limited to Development and QA environments. Please refer to Appendix for Flow of the MTO and MeF Application Integration.
- The Contractor assumes that MeF webservice will be available prior to the development of MTO changes for integration.
- Using existing QA credentials or only specific users need to see the new application will be determined during the requirements phase.
- The detailed UI/UX requirements for MTO integration with MeF will be determined during the requirements phase.
- This solution requires Basis team implementing the webservice configuration on a timely basis as necessitated for meeting the Project schedule.
- The Contractor assumes that VDI access will be provided to MTO offshore developer for the duration of the DS-032 project.

3. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

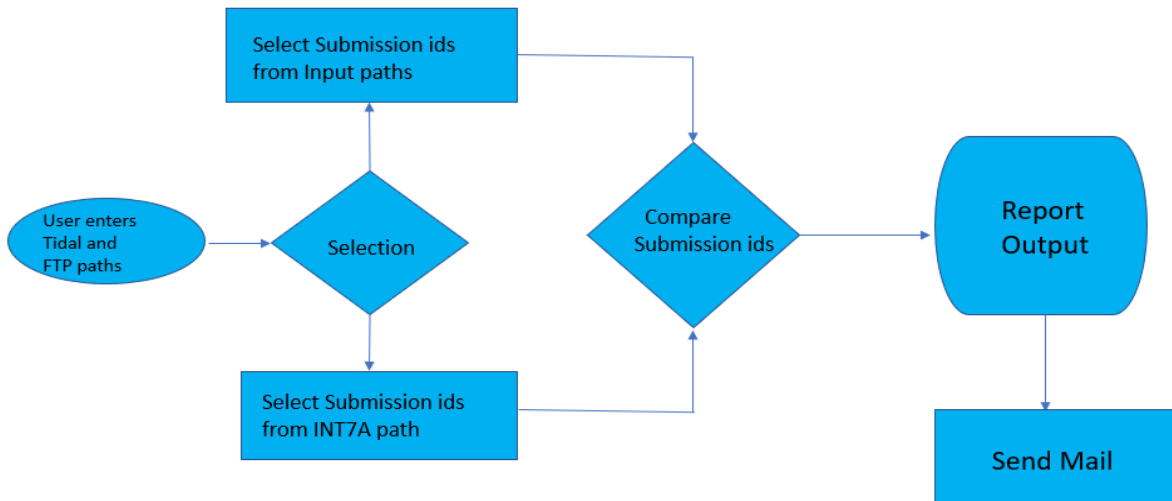
Role	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Onshore	\$229	104	\$23,816
UI Sr Developer	ATCI	\$51	660	\$33,660
ABAP Sr Developer/BRF+	ATCI	\$53	220	\$11,660
			984	\$69,136

B. The following table is added to this section by reducing the offshore fees by \$26,770:

Role	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Onshore	\$229	104	\$23,816
ABAP Sr Developer/BRF+	ATCI	\$53	350	\$18,550
			454	\$42,366

4. SOW Section Appendix, Section A - Flow of the MTO and MeF Application Integration will be deleted in its entirety and updated as below.

A. Flow Diagram of the Reconciliation Report



Change Notice Schedule Impact (from/to): Added DS-032 scope to August (22.8.1) release.

Fee Impact: This is a (\$26,770) change request to descope requirements from DS-032. Whilst scope is reduced in section 1A, scope is added in section 1B. The total fee of the added scope is of lesser cost than the descope, therefore this CN decreased the SOW by \$26,770.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").



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

CONTRACT CHANGE NOTICE

Change Notice Number **32**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,186,486.00	\$1,231,586.00	\$54,418,072.00		

DESCRIPTION

Effective 9/15/2022, the following amendment is hereby incorporated into the SOW of this contract. No additional funding is needed at this time; Existing funds are adequate to support this change of \$1,231,586.00.

- Adding to scope to pay for first 5 milestones of TP-499 Partnership Audit Adjustment Tax. Remaining milestones to be paid on FY23 funding at a later date.

All other terms, conditions, and specifications remain the same. Per DTMB contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 004-2022

For

TP - 499 Partnership Audit Adjustment (PAA) Tax

This Statement of Work 004-2022, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about November 15th, 2022 ("Effective Date") and shall be completed on or about December 31st, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and deploy the new tax Partnership Audit Adjustment (PAA).

Scope includes the following:

- Project Initiation which includes Contractor resource onboarding and agreed upon project schedule
- Business process Analysis and BLUEPRINT AND CONFIGURATION Update with Fit/GAP Analysis
- Configuration of required parameters in SAP to process Partnership Audit Adjustment (PAA) Tax
- Functional Analysis & Design including Functional Requirements for each RICEFWT object; Requirements Traceability Matrix
- Technical Design including technical specifications documentation reviewed and approved for each modified RICEFWT object, Updated Requirements Traceability Matrix
- Build and Unit Testing which includes Transports to QA environment; System Test Integration entry criteria met; Updated Requirements Traceability Matrix
- System Integration Test Support including System Test Integration exit criteria met regarding defect correction
- User Acceptance Test Support & Implementation and Delivery including: UAT exit criteria met regarding defect correction
- Deployment plan; Operational Readiness and Monitoring Plan
- Contractor will manage its Application Development team

The scope includes the new Partnership Audit Adjustment (PAA) Tax High-level Requirements below:

1. Similarities – CIT. The core processing of Partnership would follow CIT core processing rules unless it is mentioned as a change below. This is applicable predominantly to generic reports, interfaces, Enhancements, letters etc. for Example: these are example but not limited to
 - NR P&I rules. This is part of the core MIITAS architecture unless some rules are specific to a particular Tax.



- Reports – There are various generic reports that supports across Taxes. Those reports are extended to support Partnership Audit behaving similar way as CIT unless it is part of the requirements to build new report itself specific to Partnership Audit
- 2. Registration –
 - MTO: (Similar to FTE) –
 - Use registration page / App that was built for FTE by renaming tile as ‘FTE and Partnership Audit registration’ and have a Tax type radio button added to allow Taxpayer to select either FTE or Partnership Audit and accordingly the Master date should be created. Other form fields in that Page are generic like address fields and other and can be adjusted depending on Tax Type in design sessions.
 - Incoming Payment: from 4P Interface if FEIN already exist and registered for Business Taxes (for ex CIT, SUW) in SAP ECC. Only creating contract object if Partnership Contract object does not exist yet
 - New Tax Type, revenue Type
 - Filing Frequency – Annual or fiscal, Optional. No delinquency
- 3. Tax return
 - Annual return - like (CIT Annual return) – Not complicated (1 page or max 2)
 - Lead
 - Partnership schedules (1 schedule)– Record as provided.
 - Ability to handle both short period and full year return
 - The return layout is not available until policy makes it.
 - New Return and BRF+ set up
 - UPE – Not Applicable
 - Amendment Eligible - Yes.
 - Audit Eligible – Yes.
 - Extension Filing with Accept and Deny - Not Applicable
 - TBOR - Yes
 - Grace period - Yes
 - Channels –MTO
 - Return from return - Not Applicable.
 - P&I – Yes – NR P&I, Late P&I.
 - Refund – Yes - Default
 - Carry Forward – Not Applicable
 - Internal Transfer – Not Applicable
 - Credit Schedules, deductions - No



4. Accounting

- General ledger and posting set up for New Tax – Tax, Penalty, Interest, Payments, and Refunds.
- Payments (4P) – Yes.
 - MTO
 - Remittance processor – One Voucher payments for paper check – (Annual Payment and ‘Payment in anticipation of Liability’). The Voucher is developed outside of SAP and MTO managed by OFS Team but when processed by Bank, the 4P Payment interface should recognize and process it in SAP
- Estimated payment – Yes. Rename as ‘Payment in anticipation of Liability’.
- SIGMA – Yes, like FTE
- Revenue distribution – Yes,
 - Via a new Report Like P&I reclass of MBT/CIT/FTW.
 - Potential split of Revenue based on the return reported (Partnership corporate and Individual), All revenues posted initially to the corporate bucket, a report will be used to read the return data as reported (corporate and Individual) to split the revenue at FI level to report to SIGMA, the clearing will show high level break down (Tax reported for corporate and individual). the details need to be flush out in design sessions of Phase 1.

5. Collections

- Delinquency reporting and notice- No
- Computed Assessment- Not Applicable
- Financial Dunning – Same as CIT and/or Business Taxes. The current Business Tax dunning moves the debt to STAR after certain interval (number of days) lapsed once the return is processed and a balance due. Partnership would follow the same process.
- STAR / SAP S4 (collection system) – Yes. Both outgoing and incoming
- Siebel - Yes

6. Others ECC Process (Major)

- Data Warehouse – Yes.
- Approximate notice –
 - Notice of Additional Tax due
 - Notice of Refund adjustment
 - Additional Information letter like CIT
 - Payment Statement Letter like CIT



7. Michigan Tax Online (MTO) – Similar functionality as SUW except the Registration and licenses.
 - Home Page/Tile
 - Tax Type Dashboard
 - Summary Page
 - File and Pay a Tax Return (with Save function)
 - Amend and Pay Processed Returns
 - File Additional Tax Returns: - Not Applicable
 - View and print function.
 - Other Payments (Make a payment, Manage Payment & Payment History)
 - Manage My Business (Business Address, Business Details, Discontinue My Business / Tax Type, Owners, Officers and Partners, Registered Tax, View History of changes)
 - Payment History
 - Shared Secrets Authentication and Other access rights
 - Letters
 - Guest Services → Fast File: Not Applicable.
 - Upload Function Similar to FTE for Schedules (1000 lines)
 - Upload a federal attachment and associate to the return (view from Tax return) like in Registration - Mandatory.
 - Additional Services-> Link collections e-service
 - Registration page like FTE (see not above under registration for details)
8. BI/BW Relevant
 - Yes – Similar to CIT
9. Data Conversion
 - Not Applicable
10. File Net for storing the pdf images for the outgoing letter and upload federal attachment
11. Siebel, E-Services integration for IVR functionality. Same as CIT. No New functionality planned to be built specific to Partnership Audit
12. Report for IIT reporting purpose. It was determined that IIT would like a report to be generated, instead of an interface, when Partnerships file a schedule for their individuals and/or corporations and the breakdown of payments and liabilities that they are submitting. SAP Developers will figure out how to pull the data once the return is built in the system for the report. Also, it was agreed that an email distribution of the output report would be sufficient per the business. Until the report goes-Live, a manual extraction of Payment information using Excel template will be provided monthly basis to Business.



3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

#	Business Area	Out of scope Requirements
1	Collections	<ul style="list-style-type: none"> Delinquency / non-filers reporting and letter, computed Assessment
2	Tax Return	<ul style="list-style-type: none"> Carry forward, internal Transfers, no other channels except MTO. No UPE
3	Registration	<ul style="list-style-type: none"> No update to 518
4	Payments	<ul style="list-style-type: none"> Quarterly voucher Voucher payment in MTO Extension and Extensions Enablement
5	MTO	<ul style="list-style-type: none"> Guest Services → Fast File
6	Generic Report – SAP and BW report. See Appendix for Detailed RICEFWT list	<ul style="list-style-type: none"> There are 18 SAP and BW reports that were discovered as generic report during the FTE Phase with no development changes required to support new Tax. However, An Analysis and string test was conducted with required



#	Business Area	Out of scope Requirements
		<p>documentation during the FTE phase to ensure the integrity.</p> <ul style="list-style-type: none"> For Partnership Audit Adjustment (PAA) – It is assumed that those reports will support PAA Tax As-Is. No additional analysis and String test will be conducted by the App Dev Team on those reports. During the SIT and UAT, if any issues identified will be handled via the change request process. See the Appendix for the list of 18 reports.
7	MTO and SAP	<ul style="list-style-type: none"> Phase 0 – Enabling payments using the Guest Services → FastPay

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
BLUEPRINT AND CONFIGURATION update and Configuration	BLUEPRINT AND CONFIGURATION update, prepare the final RICEFWT Inventory, configuration rationale	Secondary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary

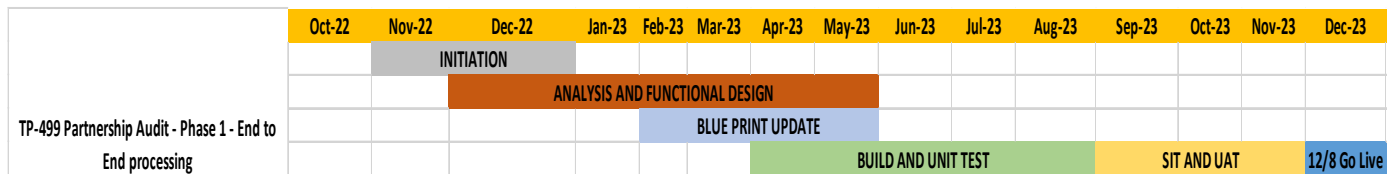


Deliverables	Description	Responsibility	
		State	Accenture
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

The overall project is being managed by State PMO office as per the below Gantt chat.





Below are the milestones for TP - 499 Partnership Audit Adjustment (PAA) Tax related scope:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/15/2022	12/30/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	12/15/2022	5/31/2023
3. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	2/1/2023	5/31/2023
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	4/3/2023	8/31/2023
5. SYSTEM INTEGRATION TESTING	9/1/2023	11/8/2023
6. USER ACCEPTANCE TESTING	11/2/2023	11/29/2023
7. CUTOVER	11/30/2023	12/7/2023
8. GO LIVE	12/8/2023	12/8/2023

8. **Work Location.**

Services against this SOW shall be performed offsite.

9. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office	



The State	Contractor
<p>space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.



12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that TP - 499 Partnership Audit Adjustment (PAA) Tax functionality will be scheduled as part of December 2023 release. If the release is scheduled for a different release date, past the December 2023 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).



- xii. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xiii. For ATCI team members, VDI access and Developer license key cost will be added to the TP-499 project by DTMB.
- xiv. During this project window, Production support tickets for MTO will need to be evaluated on case-by-case basis considering the landscape and code conflict.
- xv. External vendors that exchange the data with SAP for this implementation are agreeable and aligned with the proposed milestones.
- xvi. Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xvii. The solution and pricing assume ATCI team being part of Analysis and Design phase/sessions/business workshops.
- xviii. Contractor's pricing and solution assumes offshore functional team being part of design sessions using SOM Teams on VDI or other approved methods such as Accenture Teams for communication with onshore teams.
- xix. The solution and pricing are based on ATCI team having access to MTO system, QA landscape, BI/BW landscape and assumes that State will provide VDI system access to Contractor's offshore team (estimated up to 20 VDI) and assumes that State will provide laptops to Contractor's onshore team (estimated up to 7 laptops).
- xx. The Contractor assumes that VDI access will be available for continued support during the Warranty period.
- xxi. Basis team will provide the required environments for this SOW.
- xxii. If there are code conflicts between M&O and TP-499 project, priority will be given to TP-499 project changes.
- xxiii. Business is available to provide detailed requirements as per planned milestones.
- xxiv. Interface partners will be engaged and responsive to the Contractor's Development, Testing and Production milestones.
- xxv. The State will not make significant changes to the existing interfaces.
- xxvi. Contractor will be allowed to subcontract offshore resources. The use of subcontract resources will be only in a staff augmentation role, at the direction of the Contractor. All deliverables will remain within Contractor's scope and responsibility.
- xxvii. MTO Functionality to be built, Like FTE Function.
- xxviii. No Legacy Conversion is required.
- xxix. The Core functionality must follow existing CIT functionality except the Tax return rules.
- xxx. No MiLogin Integration is required.
- xxxi. Tax Returns will be developed using BRF+, TTF Storage.
- xxxii. PAA Angular and Java changes will take place in the current MTO platform and will consider any platform changes that are being developed by other projects such as Year End 2023 project.



- xxxiii. All Interface Partners – Siebel, Hybris, SIGMA and DW are aligned with the timelines to exchange the required information.
- xxxiv. Tax Form Layout is provided at the start of Design Phase.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
TP - 499 Partnership Audit Adjustment (PAA) Tax	November 2022 – December 2023	Offshore – 20 Onshore – 6	\$2,513,440.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP - 499 Partnership Audit Adjustment (PAA) - PROJECT INITIATION	1/3/2023	\$125,672.00
TP - 499 Partnership Audit Adjustment (PAA) - ANALYSIS AND FUNCTIONAL DESIGN - 40% Completion	4/1/2023	\$301,613.00
TP - 499 Partnership Audit Adjustment (PAA) - ANALYSIS AND FUNCTIONAL DESIGN - 100% Completion	6/1/2023	\$452,419.00
TP - 499 Partnership Audit Adjustment (PAA) - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	6/1/2023	\$125,672.00



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP - 499 Partnership Audit Adjustment (PAA) - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 30% Completion	7/1/2023	\$226,210.00
TP - 499 Partnership Audit Adjustment (PAA) - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - 100% Completion	9/1/2023	\$527,822.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – September 2023	10/1/2023	\$209,453.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – October 2023	11/1/2023	\$209,453.00
TP - 499 Partnership Audit Adjustment (PAA) - SYSTEM INTEGRATION TESTING – November 2023	12/1/2023	\$209,454.00
TP - 499 Partnership Audit Adjustment (PAA) - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/3/2024	\$125,672.00
	Total	\$2,513,440.00

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix.

A. Notice Regarding the Implementation of 2022 Public Act 148

Public Act (PA) 148 of 2022 introduces Chapter 18 within Part 3 of the Income Tax Act, MCL 206.721 *et seq.*, to establish a method for reporting and paying the Michigan income tax on final federal adjustments that arise from a partnership level audit or administrative adjustment request for partnerships subject to the federal Bipartisan Budget Act (BBA) of 2015. Generally, Chapter 18 requires the adjustments to be reported and paid in one of two ways – the partnership may report adjustments to members, who must then separately report and pay their share of the applicable Michigan income tax due (i.e., the “push out” method) or, alternatively, the partnership may elect to report and pay any applicable Michigan income tax on behalf of its members (i.e., the “pay up” method).

B. Glossary of Terms

a. RICEFWT

- i. R – Reports
- ii. I – Interfaces
- iii. C – Conversion
- iv. E – Extensions
- v. F – Forms / notices
- vi. W – Workflows
- vii. T – Tax forms and BRF+ objects

C. RICEFWT Inventory

Based on preliminary analysis to enable Partnership Audit Adjustment (PAA) Tax, Accenture team has collected and prepared the following RICEFWT inventories that is applicable for a potential change to successfully enable and process new tax. Accenture understands that there may be some RICEFWT items that does not need any change, however, recommends updating those design and perform string test prior to be ready for SIT and UAT to avoid any late changes that impact the project go-live. These are included already in the estimates.



RICEFWT List:

Program Type	Total Count
00 - Configuration	4
01 - Reports	4
02 - Interface	16
03 - Conversion	0
04 - Enhancement	12
05 - Forms	5
06 - Workflow	2
07 - Tax form and BRF+	5
08 - BW Reports	2
09 - MTO Integration	15
Total	65

SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
1	INT 2 / TI04 231	01 - Registration	02 - Interface	INT 2 / TI04 231 - Siebel Interface for Registration Information	Modify	Simple
2	TI04 236	01 - Registration	02 - Interface	TI04 236 - Z_TI04_236_SAP_TO_TACS_EXTRAC - Reg update SAP TO TACS	Modify	Simple
3	TI04 232/ INT 910	01 - Registration	02 - Interface	INT 12 (TI04 232/ INT 910) - Data Extract from SAP to Datawarehouse Registration Data	Modify	Complex
4	TC25 W18	01 - Registration	09 - MTO Integration	MTO and SAP Design (TC25 W18) - Registration page like FTE	New	Complex



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
5	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+- Annual Return	New	Complex
6	TI11 254 4P	03 - Taxpayer & Revenue Accounting	02 - Interface	TI11 254 4P - Payments Interface from Bank.	Modify	Complex
7	INT 31	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 31 SIGMA Warrant Feedback	Modify	Medium
8	TI11 302 INT32	03 - Taxpayer & Revenue Accounting	02 - Interface	TI11 302 INT 32 Payment Reversal and Reclass to SIGMA	Modify	Simple
9	INT 33	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 33 Outbound Warrants (Refunds)	Modify	Simple
10	INT 34	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 34 Vendor Extract File (inbound)	Modify	Simple
11	NA - FA	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Back End refund Enablement - FPTCRPO	Modify	Simple
12	TC25 W04 MTO	05 - Cross / Custom	09 - MTO Integration	TC25 W04 MTO and SAP Design - Guest Service - Fast Pay - (Not allow if Register and Navigate to registration Page)	Modify	Simple
13	TC25 W18/W04	02 - Returns processing	09 - MTO Integration	MTO and SAP Design TC25 W18/W04 - Print Draft functionality in MTO and from return	New	Complex
14	INT13	05 - Cross / Custom	02 - Interface	INT 13 – SIEBEL Interface (Payment and return)	Modify	Simple
15	BLUEPRINT	00 - BluePrint	00 - Configuration	Blueprint Update	Modify	Complex



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
16	TC25 W19-TBD6	01 - Registration	09 - MTO Integration	MTO and SAP Design: Manage My Business (Business Addresses, Business Details, Discontinue My Business, Owners, Officers & Partners, Registered Taxes), Account Access & History-> View History of Changes and Letter 5695 (Summary of changes)	New	Complex
17	TBD-163	01 - Registration	07 - Tax form	BRF+ Rules and Processing logic Update - 163 form	New	Complex
18	TI06 PA1	02 - Returns processing	00 - Configuration	Form, Scenario, Billing & Invoicing	New	NA
19	TI06 T06 INT12	02 - Returns processing	02 - Interface	INT 12 - Returns, Payments Data Extract from SAP to Datawarehouse	Modify	Complex
20	TI06 242	02 - Returns processing	02 - Interface	Tax Return from TCB for Audit - ZRP_LOAD_TCB_TAX_RETURNS	Modify	Simple
21	TI06 PA1 Merge - TI06 246 UnMerge - TI06 247	02 - Returns processing	04 - Enhancement	Merge & Unmerge	Modify	Simple
22	TI06 PA1	02 - Returns processing	04 - Enhancement	BRF+ Class Enhancements	Modify	Simple - Multiple
23	TI06 PA1	02 - Returns processing	04 - Enhancement	Billing & Invoicing - Class Enhancements	Modify	Simple - Multiple
24	TI06 PA1	02 - Returns processing	04 - Enhancement	TBOR - Class Enhancements	Modify	Simple - Multiple
25	TI06 PA1	02 - Returns processing	04 - Enhancement	Penalty and Interest calculation	New	Complex
26	NA - FA	02 - Returns processing	04 - Enhancement	Events - FQ events	Modify	Simple
27	R31 MIITAS FRM 006 ZMBT LETTERS	02 - Returns processing	05 - Forms	Request for Additional Information (Ad-Hoc Letter - ZMBT_LETTERS)	New	Simple



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
28	RP TI06 MIITAS RP FRM R40 TBOR LETTER	02 - Returns processing	05 - Forms	Notice of Refund Adjustment	New	Simple
29	RP TI06 MIITAS RP FRM R40 TBOR LETTER	02 - Returns processing	05 - Forms	Notice of Additional Tax Due	New	Simple
30	TI06 PA1/ TI06 241	02 - Returns processing	06 - Workflow	UWL build	New	Medium
31	TI06 PA1	02 - Returns processing	07 - Tax form	General rules (Billing Throttle, Reopen Function, FTI data label etc. Part of default Tax return Package functionality)	Modify	Medium
32	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Amendment	New	Medium
33	TI06 PA1	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Audit	New	Medium
34	NA - FA	03 - Taxpayer & Revenue Accounting	00 - Configuration	Main & Sub, posting areas, G/L	New	NA
35	TI11 R11 RPT 037 TI11 R44 RPT 039 TI11 R08 RPT 032	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 039 - Refund Revenue	Modify	Simple
36	TI11 R19 RPT 019	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 019 - P&I GL Reclassification report including post (Revenue Split)	New	Complex
37	TBD-New	02 - Returns processing	01 - Reports	New Report - to reconcile data from ECC to IIT	New	Complex



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
38	TI11 R26 RPT 027	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 027 - Refunds Pending Processing	Modify	Simple
39	TI11 INT 36	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 36 NOC Feedback (Inbound)	Modify	Simple
40	TI11 255	03 - Taxpayer & Revenue Accounting	02 - Interface	INT NSF Interface	Modify	Medium
41	204 ENH 005	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Clearing Event P590	Modify	Simple
42	TI06 PA1/ TI06 241	03 - Taxpayer & Revenue Accounting	06 - Workflow	Refund Approval	Modify	Simple
43	TI11 272 INT 16B TI11 R06 RPT 013	04 - Collections	02 - Interface	STAR - 16B and Report TI11 R06 RPT 013 (Assessment Control Total Report)	Modify	Medium
44	TI11 218 INT 16A	04 - Collections	02 - Interface	STAR - 16A	Modify	Medium
45	TI11 226 ENH	04 - Collections	04 - Enhancement	BRF+ rules for Dunning including Configurations	Modify	Medium
46	NA - FA	05 - Cross / Custom	00 - Configuration	Custom table configurations, TBORS	New	NA
47	TC25 INT10	05 - Cross / Custom	02 - Interface	INT 10 – FileNet Interface	Modify	Simple
48	TI06 R69	05 - Cross / Custom	08 - BW Reports	R69 BW Backlog Report	Modify	Simple



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
49	TI06 R51	05 - Cross / Custom	08 - BW Reports	BW Collection by NAICS Report	Modify	Simple
50	TC25 W04	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Home Page/Tile like FTE	New	Medium
51	TC25 W19-TBD1	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Tax Type Dashboard like FTE	New	Medium
52	TC25 W19-TBD2	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Summary Page like FTE	New	Medium
53	TC25 W19-TBD3	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - File and Pay a Tax Return, Amend and Pay Processed Returns and View and print Webpage like FTE	New	Complex
54	TC25 W19-TBD5	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Other Payments (Make a payment, Manage Payment & Payment History) Webpage like FTE	New	Complex
55	TC25 W19-TBD1	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Shared Secrets Authentication and other access rights - Like FTE	New	Complex
56	TC25 W19-TBD4	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Letters Webpage like FTE	New	Complex
57	TC25 W04	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Audit Payment	New	Complex
58	R31 MIITAS FRM 006 ZMBT LETTERS	05 - Cross / Custom	05 - Forms	Payment Statement Letter	New	Simple
59	TI06 PA1 pdf	02 - Returns processing	05 - Forms	Tax return and schedules pdf (SFP Transaction and Print draft) (From Phase 1)	Modify	Simple
60	TI06 327	02 - Returns processing	04 - Enhancement	Due date extension on Exceptions	Modify	Simple
61	TI11 229	04 - Collections	04 - Enhancement	Clarification of STAR Payments - 229 ENH	Modify	Simple



SL#	RICEFWT ID	Process Area	Program Type	Description	New/Modify	Complexity of change
62	TBD	05 - Cross / Custom	04 - Enhancement	Print Spool Bundling - Banner Page and Set up for Print Center	Modify	Simple
63	TC25 W04	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and Download functions for schedule like FTE	New	Complex
64	TC25 W04	05 - Cross / Custom	09 - MTO Integration	Additional Services-> Link collections e-service	New	Simple
65	TBD - New	05 - Cross / Custom	09 - MTO Integration	MTO and SAP Design - Upload and link Federal attachment when filing the return (integration with Filenet)	New	Complex

D. Generic Reports Out of Scope for Application Development

SL#	RICEFWT ID	Process Area	Program Type	Description
1	TI06 R17 RPT 035	02 - Returns processing	01 - Reports	RP RPT 035 – Return Messages Summary
2	TI11 R43 RPT 024	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 024 - Refunds Approved but not Issued
3	TI11 R17 RPT 025	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 025 - Refunds Paid Report
4	TI11 R25 RPT 026	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 026 - Refunds in Approval Queue
5	TAM RPT 028	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 028 - Year End Receivables Revenue Report
6	TI11 R29 RPT 029 and 29A	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 029 – Pending Debts Report



SL#	RICEFWT ID	Process Area	Program Type	Description
7	TAM RPT 014	04 - Collections	01 - Reports	TAM RPT 014 – Assessments Filter Report
8	TI11 R20 RPT 017	04 - Collections	01 - Reports	TAM RPT 017 – Assessment Pending Feedback Report
9	TI11 R32	04 - Collections	01 - Reports	ZRP_TI11_R32_Collection_report - snapshot of assessment report - All taxes
10	TI06 211	05 - Cross / Custom	01 - Reports	211 MBT MIITAS SEC ENH 001 - Browsing History Report
11	TI06 R64	05 - Cross / Custom	08 - BW Reports	R64 BW Return Detail Analysis Report
12	TI06 R63	05 - Cross / Custom	08 - BW Reports	R63 BW Return Status Details Report
13	TI06 R71	05 - Cross / Custom	08 - BW Reports	R71 BW Initial Status Report
14	TI06 R70	05 - Cross / Custom	08 - BW Reports	R70 BW Production Dashboard Report
15	TI06 R65	05 - Cross / Custom	08 - BW Reports	R65 BW Staff Production Detail Report
16	TI06 R52	05 - Cross / Custom	08 - BW Reports	R52 BW Revenue Collected by Tax Year Fiscal Year
17	TI06 R66	05 - Cross / Custom	08 - BW Reports	R66 BW Audit Discovery Report



SL#	RICEFWT ID	Process Area	Program Type	Description
18	TAM_RPT_034	04 - Collections	01 - Reports	AR Reconciliation Report with STAR



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

CONTRACT CHANGE NOTICE

Change Notice Number **31**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Katelyn LaHaye	DTMB
(517) 388-7422			
lahayek@michigan.gov			

CONTRACT SUMMARY

SAP TAX AND REVENUE MODULE (TRM) MAINTENANCE & OPERATIONAL SUPPORT AND ENHANCEMENTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$53,085,770.00	\$100,716.00	\$53,186,486.00		

DESCRIPTION

Effective 9/9/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. Total cost of this amendment is \$100,716.00.

- Updating scope to implement CR007648 to add Foreign Business Details in FTE Registration as part of TP-510 € Flow Through Entity Tax - Phase III to align with 22.12.1 release (12/9/2022) (\$84,000.00).
- Replacing State seal with new logo on six letters (\$16,716.00).

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 3
to
CONTRACT CHANGE NOTICE #18

For

STATEMENT OF WORK 006-2021

For

TP-510 (E) Flow Through Entity Tax Phase 1 -3

This Amendment #3 (“AMD”) to Contract Change Notice #18 dated October 28, 2021, (mutual signature date) reflects changes to Statement of Work 006-2021 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 006-2021 identified herein as follows:

AMD #:	003
ACN Project Manager:	Naren Turimella
Statement of Work Name:	TP-510 (E) Flow Through Entity Tax Phase 1 -3

Describe the Change(s): This Change Request is to: Add scope and increase Fees by \$100,716.00 to implement two change requests listed below as part of TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1 (12/9/2022).

- CR007648 to add Foreign Business Details in FTE Registration (\$84,000.00)
- CR008203 to replace State seal with new logo on six letters (\$16,716.00)

1. SOW Section 2, Services Scope (“Services”), Phase 3.0 Scope is updated as follows:

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
3.0	<p><u>End to End Processing:</u></p> <p>a) Return(s) Enablement in SAP and MTO</p> <p>b) Complete functionality on MTO (payment, return, payment history etc.)</p>	<ul style="list-style-type: none"> • Annual tax return with form (Simple) set up, validation and posting • Amendment framework • Workflow and suspense reporting • TBOR – Refund Adjustment and Additional Tax Due 	<ul style="list-style-type: none"> • Home Page/Tile • Tax Type Dashboard • Summary Page • File and Pay a Tax Return • Amend and Pay Processed Returns • File Additional Tax Returns • View and print function. 	<ul style="list-style-type: none"> • Existing BI/BW report integration • No new report

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
	<p>c) Taxpayer able to file and pay through MTO and SAP end to end processing enabled</p> <p>d) UPE</p> <p>e) Audit processing Enabled in SAP ECC</p> <p>f) Enable Audit payment functionality from MTO</p> <p>g) Extension, and extensions enablement</p> <p>h) Ability to enter foreign address when registering for FTE</p>	<ul style="list-style-type: none"> • Grace and hold days, channel – MTO • NR and Late P&I like FTW • Refund • Accounting set up and SIGMA reporting • Revenue distribution – like P&I reclass of FTW • A file-based interface to IIT system • Financial dunning and STAR like SUW • Other interfaces update as applicable • UPE form design, processing rules • Audit interface • Audit framework processing • New Bank code integration with JPMC • Enhance and enable 4P interface to receive extension payments for FTE • Payment Statement letter • TBOR Letter Throttle on Billing Function • Adhoc report for the schedules • Modify webservice and API for accepting foreign address 	<ul style="list-style-type: none"> • Manage Payments • Payment History • Shared Secrets Authentication • Letters • UPE form enabled for Taxpayer • UPE form available • Enable for Audit payment • Add Extension Payment option in MTO for FTE • Add Extension option in MTO under FTE Tax Tile • Change 5774 table to align with 5773 table design • Enable foreign address fields on <ul style="list-style-type: none"> ○ Registration Services ->Start a New Business Registration -> FTE ○ Guest Services ->Fast File ->FTE ○ Guest Services ->Fast Pay -> FTE 	

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
		<ul style="list-style-type: none"> Replace State Seal with New Logo on six letters 		

2. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 6	\$141,770.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – December 2022	Onshore – 4 Offshore – 12	\$2,204,768.00
		Total Price	\$2,707,438.00

B. The following table is added to this section by increasing fees by \$100,716.00 for TP-510 (E) Flow Through Entity Tax - Phase III:

Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 6	\$141,770.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – December 2022	Onshore – 4 Offshore – 12	\$2,305,484.00
		Total Price	\$2,808,154.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

3. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows for **TP-510 (E) Flow Through Entity Tax - Phase III:**

A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	5/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$553,473.90
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN - CR007239 and CR007548	9/1/2022	\$125,949.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR007239 and CR007548	10/1/2022	\$143,942.00
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – September 2022	10/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022 - CR007239 and CR007548	12/1/2022	\$89,963.75
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$92,245.65
	Total	\$2,204,768.00

- B. The following table is added to this section by increasing Fees by \$100,716.00 to implement CR007648 to add Foreign Business Details in FTE Registration (\$84,000.00) and CR008203 to replace State seal with new logo on six letters (\$16,716.00) as part of TP-510 (E) Flow Through Entity Tax - Phase III:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	5/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$553,473.90
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN - CR007239 and CR007548	9/1/2022	\$125,949.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR007239 and CR007548	10/1/2022	\$143,942.00
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – September 2022	10/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN - CR007648 and CR008203	10/10/2022	\$30,214.80
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR007648 and CR008203	11/1/2022	\$45,322.20
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022 - CR007239 and CR007548	12/1/2022	\$89,963.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022 - CR007648 and CR008203	12/1/2022	\$25,179.00
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$92,245.65
Total		\$2,808,154.00

Change Notice Schedule Impact (from/to): None

Fee Impact: Increased Fees by \$100,716.00 to implement CR007648 to add Foreign Business Details in FTE Registration (\$84,000.00) and CR008203 to replace State seal with new logo on six letters (\$16,716.00) as part of TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1 (12/9/2022).

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 **30**

to

Contract Number **19000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		maj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		EXTENDED PURCHASING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	5 Years	<input type="checkbox"/>		September 15, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$24,978,210.00	\$28,107,560.00	\$53,085,770.00		

DESCRIPTION

Effective 9/1/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. Total cost of this amendment is \$28,107,560.00.

- Exercising 5 (five) option years. New contract expiration date is 9/15/2027.
- Updating Contractor Key Personnel.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

Ad Board approval for this amendment was received on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karru	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

CHANGE REQUEST FORM

This Change Request (the "Change Request" or "CR") dated September 01, 2022 ("CR Effective Date") reflects changes to and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of the Statement of Work identified herein as follows:

CR #:	
ACN Project Manager:	Naren Turimella
Statement of Work Name:	SAP Maintenance & Operations Support

Describe the Change(s): This Change Request is to:

1. IT Professional Services Contract, the parties agree to extend the contract expiration date to September 15, 2027.
2. Schedule A, Statement of Work, Section 13, Contractor Key Personnel:
 - A. Replace the SAP Technical Architect, Belen Mortensen, with Sreedhar Tellagaddala.
 - B. Replace Batch Operations Lead, Syed Hussaini, with Susmita Patra and Bhaskar Chatarasupalli (shared role)
3. Section 19 – Additional Information, Assumptions

The solution and pricing are based on Contractor's offshore team having access to SAP ECC Environment system and assumes that State will provide VDI system access for up to 15 users to support M&O efforts to Contractor's offshore team by October 1, 2022. Costs for additional offshore users to support M&O will be assumed by Contractor. Should access not be granted to the foregoing, the parties agree that this will impact pricing and will negotiate in good faith to resolution. If additional users are needed to support separate Statements of Work those licenses will be purchased as part of negotiations surrounding each Statement of Work. Contractor assumes that HANA Studio User (4 CPU and 16 GB RAM) VDI license cost will be \$95 per month per user for the State.

4. Schedule A: Exhibit 1 – PRICING

Deliverables	Option Years					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
	2023	2024	2025	2026	2027	
1. SAP, Batch and MTO Baseline Maintenance and Support*	\$5,621,512	\$5,621,512	\$5,621,512	\$5,621,512	\$5,621,512	\$28,107,560
2. Enhancements or any additional services requiring a SOW (est.)**	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$20,000,000
Total with Enhancements	\$9,621,512	\$9,621,512	\$9,621,512	\$9,621,512	\$9,621,512	\$48,107,560

* As per discussion with DTMB and Treasury, the Contractor has flatlined the Fees across the five option years. The Deliverables have been simplified down into two tasks.

** For SOWs that are Time and Material, hours will be estimated, and price will be calculated based on relevant Rate Card.

The Contractor will include **\$1,000,000** discount that can be used at the State’s discretion, including additional capacity. This discount must be utilized by September 15, 2027. If the State starts a backlog reduction project by January 1, 2023, this discount will be applied using the 2019 Rate Card. The parties understand that the \$1M discount is provided on good faith assuming contract extension executes successfully as agreed. Should the contract be terminated, by either party, prior to September 15, 2027, both parties mutually agree the discount will be prorated to the Termination Date and if the applied credits exceed the prorated amount, the Contractor will be reimbursed for the excess discount redeemed by the State.

Rate Card – Option Year 1 (2023):

Personnel	Onshore Onsite	Onshore Remote	Offshore Remote
SAP Development Manager/Delivery Lead	\$289	\$250	\$98
SAP Sr Business Analyst	\$229	\$191	\$49
SAP Jr Business Analyst	\$207	\$169	\$49
Basis Lead	\$205	\$167	NA
Basis Sr Specialist	\$186	\$149	NA
Basis Specialist	\$171	\$134	NA
Batch Lead	\$198	\$160	NA
SAP Batch Support Specialist	\$186	\$149	NA
SAP Technical Lead Architect/ABAP Lead	\$211	\$173	\$61
ABAP Sr Developer/BRF+	\$186	\$148	\$53
SAP ABAP Developer	\$155	\$117	\$38
SAP Business Warehouse Architect	\$186	\$149	\$54
SAP Sr BW Developer	\$186	\$148	\$53
SAP BW Developer	\$155	\$117	\$38
SAP Sr Fiori Developer	\$186	\$148	\$53
SAP Fiori Developer	\$155	\$117	\$38
UI Sr Developer	\$186	\$148	\$51
UI Developer	\$155	\$117	\$38
JAVA Sr Developer	\$167	\$131	\$51

JAVA Developer	\$143	\$104	\$38
SAP Sr Test Analyst	\$178	\$140	\$36
Test Jr Analyst	\$105	\$66	\$14
Training Lead	\$184	\$146	\$59
Training Content Developer	\$147	\$109	\$45
Agile Delivery Lead	\$201	\$163	\$67
Quality Assurance Manager	\$201	\$163	\$66
Trainer	\$159	\$121	\$46

Rate Card – Option Years 2 (2024) through 5 (2027):

Personnel	Onshore Onsite	Onshore Remote	Offshore Remote
SAP Development Manager/Delivery Lead	\$311.34	\$269.32	\$105.57
SAP Sr Business Analyst	\$246.70	\$205.76	\$52.79
SAP Jr Business Analyst	\$223.00	\$182.06	\$52.79
Basis Lead	\$220.84	\$179.91	N/A
Basis Sr Specialist	\$200.37	\$160.52	N/A
Basis Specialist	\$184.22	\$144.36	N/A
Batch Lead	\$213.30	\$172.37	N/A
SAP Batch Support Specialist	\$200.37	\$160.52	N/A
SAP Technical Lead Architect/ABAP Lead	\$239.26	\$186.37	\$65.71
ABAP Sr Developer/BRF+	\$200.37	\$159.44	\$57.10
SAP ABAP Developer	\$166.98	\$126.04	\$40.94
SAP Business Warehouse Architect	\$200.37	\$160.52	\$58.17
SAP Sr BW Developer	\$200.37	\$159.44	\$57.10
SAP BW Developer	\$166.98	\$126.04	\$40.94
SAP Sr Fiori Developer	\$200.37	\$159.44	\$57.10
SAP Fiori Developer	\$166.98	\$126.04	\$40.94
UI Sr Developer	\$200.37	\$159.44	\$54.94
UI Developer	\$166.98	\$126.04	\$40.94
JAVA Sr Developer	\$179.91	\$141.12	\$54.94
JAVA Developer	\$154.05	\$112.04	\$40.94
SAP Sr Test Analyst	\$191.76	\$150.82	\$38.78
Test Jr Analyst	\$113.11	\$71.10	\$15.08
Training Lead	\$198.22	\$157.28	\$63.56
Training Content Developer	\$158.36	\$117.42	\$48.48
Agile Delivery Lead	\$216.53	\$175.60	\$72.18
Quality Assurance Manager	\$216.53	\$175.60	\$71.10
Trainer	\$171.29	\$130.35	\$49.56

SAP, Batch and MTO Baseline Maintenance and Support Invoice Schedule for Years 1 (2023) through 5 (2027):

Sequence#	Invoice Ref	Invoice Name	Date Of	Line Item-	Invoice Ref	Invoice Total
			Submission	SAP, Batch and MTO Baseline Maintenance and Support		
Y1.1	September, 2022	September 2022 - Service Delivery	1-Oct-22	\$234,229.67	Sep-2022	\$234,229.67
Y1.2	October, 2022	October 2022 - Service Delivery	1-Nov-22	\$468,459.33	Oct-2022	\$468,459.33
Y1.3	November, 2022	November 2022 - Service Delivery	1-Dec-22	\$468,459.33	Nov-2022	\$468,459.33
Y1.4	December, 2022	December 2022 - Service Delivery	1-Jan-23	\$468,459.33	Dec-2022	\$468,459.33
Y1.5	January, 2022	January 2022 - Service Delivery	1-Feb-23	\$468,459.33	Jan-2023	\$468,459.33
Y1.6	February, 2022	February 2022 - Service Delivery	1-Mar-23	\$468,459.33	Feb-2023	\$468,459.33
Y1.7	March, 2022	March 2022 - Service Delivery	1-Apr-23	\$468,459.33	Mar-2023	\$468,459.33
Y1.8	April, 2022	April 2022 - Service Delivery	1-May-23	\$468,459.33	Apr-2023	\$468,459.33
Y1.9	May, 2022	May 2022 - Service Delivery	1-Jun-23	\$468,459.33	May-2023	\$468,459.33
Y1.10	June, 2022	June 2022 - Service Delivery	1-Jul-23	\$468,459.33	Jun-2023	\$468,459.33
Y1.11	July, 2022	July 2022 - Service Delivery	1-Aug-23	\$468,459.33	Jul-2023	\$468,459.33
Y1.12	August, 2022	August 2022 - Service Delivery	1-Sep-23	\$468,459.33	Aug-2023	\$468,459.33
Y1.13	September, 2023	September 2023 - Service Delivery 1	1-Oct-23	\$234,229.67	Sep-2023	\$234,229.67
Sub Total - Option Year# 1 (2023)						\$5,621,512.00
Y2.1	September, 2023	September 2023 - Service Delivery 2	1-Oct-23	\$234,229.67	Sep-2023	\$234,229.67
Y2.2	October, 2023	October 2023 - Service Delivery	1-Nov-23	\$468,459.33	Oct-2023	\$468,459.33
Y2.3	November, 2023	November 2023 - Service Delivery	1-Dec-23	\$468,459.33	Nov-2023	\$468,459.33
Y2.4	December, 2023	December 2023- Service Delivery	1-Jan-24	\$468,459.33	Dec-2023	\$468,459.33
Y2.5	January, 2024	January 2024 - Service Delivery	1-Feb-24	\$468,459.33	Jan-2024	\$468,459.33
Y2.6	February, 2024	February 2024 - Service Delivery	1-Mar-24	\$468,459.33	Feb-2024	\$468,459.33
Y2.7	March, 2024	March 2024 - Service Delivery	1-Apr-24	\$468,459.33	Mar-2024	\$468,459.33
Y2.8	April, 2024	April 2024 - Service Delivery	1-May-24	\$468,459.33	Apr-2024	\$468,459.33
Y2.9	May, 2024	May 2024 - Service Delivery	1-Jun-24	\$468,459.33	May-2024	\$468,459.33
Y2.10	June, 2024	June 2024 - Service Delivery	1-Jul-24	\$468,459.33	Jun-2024	\$468,459.33
Y2.11	July, 2024	July 2024 - Service Delivery	1-Aug-24	\$468,459.33	Jul-2024	\$468,459.33
Y2.12	August, 2024	August 2024 - Service Delivery	1-Sep-24	\$468,459.33	Aug-2024	\$468,459.33
Y2.13	September, 2024	September 2024 - Service Delivery 1	1-Oct-24	\$234,229.67	Sep-2024	\$234,229.67
Sub Total - Option Year# 2 (2024)						\$5,621,512.00
Y3.1	September, 2024	September 2024- Service Delivery 2	1-Oct-24	\$234,229.67	Sep-2024	\$234,229.67
Y3.2	October, 2024	October 2024- Service Delivery	1-Nov-24	\$468,459.33	Oct-2024	\$468,459.33
Y3.3	November, 2024	November 2024 - Service Delivery	1-Dec-24	\$468,459.33	Nov-2024	\$468,459.33
Y3.4	December, 2024	December 2024 - Service Delivery	1-Jan-25	\$468,459.33	Dec-2024	\$468,459.33
Y3.5	January, 2025	January 2025 - Service Delivery	1-Feb-25	\$468,459.33	Jan-2025	\$468,459.33
Y3.6	February, 2025	February 2025 - Service Delivery	1-Mar-25	\$468,459.33	Feb-2025	\$468,459.33
Y3.7	March, 2025	March 2025 - Service Delivery	1-Apr-25	\$468,459.33	Mar-2025	\$468,459.33
Y3.8	April, 2025	April 2025 - Service Delivery	1-May-25	\$468,459.33	Apr-2025	\$468,459.33
Y3.9	May, 2025	May 2025 - Service Delivery	1-Jun-25	\$468,459.33	May-2025	\$468,459.33
Y3.10	June, 2025	June 2025 - Service Delivery	1-Jul-25	\$468,459.33	Jun-2025	\$468,459.33

Y3.11	July, 2025	July 2025 - Service Delivery	1-Aug-25	\$468,459.33	Jul-2025	\$468,459.33
Y3.12	August, 2025	August 2025 - Service Delivery	1-Sep-25	\$468,459.33	Aug-2025	\$468,459.33
Y3.13	September, 2025	September 2025 - Service Delivery 1	1-Oct-25	\$234,229.67	Sep-2025	\$234,229.67
Sub Total - Option Year# 3 (2025)						\$5,621,512.00
Y4.1	September, 2025	September 2025 - Service Delivery 2	1-Oct-25	\$234,229.67	Sep-2025	\$234,229.67
Y4.2	October, 2025	October 2025- Service Delivery	1-Nov-25	\$468,459.33	Oct-2025	\$468,459.33
Y4.3	November, 2025	November 2025 - Service Delivery	1-Dec-25	\$468,459.33	Nov-2025	\$468,459.33
Y4.4	December, 2025	December 2025 - Service Delivery	1-Jan-26	\$468,459.33	Dec-2025	\$468,459.33
Y4.5	January, 2026	January 2026 - Service Delivery	1-Feb-26	\$468,459.33	Jan-2026	\$468,459.33
Y4.6	February, 2026	February 2026 - Service Delivery	1-Mar-26	\$468,459.33	Feb-2026	\$468,459.33
Y4.7	March, 2026	March 2026 - Service Delivery	1-Apr-26	\$468,459.33	Mar-2026	\$468,459.33
Y4.8	April, 2026	April 2026 - Service Delivery	1-May-26	\$468,459.33	Apr-2026	\$468,459.33
Y4.9	May, 2026	May 2026 - Service Delivery	1-Jun-26	\$468,459.33	May-2026	\$468,459.33
Y4.10	June, 2026	June 2026 - Service Delivery	1-Jul-26	\$468,459.33	Jun-2026	\$468,459.33
Y4.11	July, 2026	July 2026 - Service Delivery	1-Aug-26	\$468,459.33	Jul-2026	\$468,459.33
Y4.12	August, 2026	August 2026 - Service Delivery	1-Sep-26	\$468,459.33	Aug-2026	\$468,459.33
Y4.13	September, 2026	September 2026 - Service Delivery 1	1-Oct-26	\$234,229.67	Sep-2026	\$234,229.67
Sub Total - Option Year# 4 (2026)						\$5,621,512.00
Y5.1	September, 2026	September 2026 - Service Delivery 2	1-Oct-26	\$234,229.67	Sep-2026	\$234,229.67
Y5.2	October, 2026	October 2026- Service Delivery	1-Nov-26	\$468,459.33	Oct-2026	\$468,459.33
Y5.3	November, 2026	November 2026 - Service Delivery	1-Dec-26	\$468,459.33	Nov-2026	\$468,459.33
Y5.4	December, 2026	December 2026 - Service Delivery	1-Jan-27	\$468,459.33	Dec-2026	\$468,459.33
Y5.5	January, 2027	January 2027 - Service Delivery	1-Feb-27	\$468,459.33	Jan-2027	\$468,459.33
Y5.6	February, 2027	February 2027 - Service Delivery	1-Mar-27	\$468,459.33	Feb-2027	\$468,459.33
Y5.7	March, 2027	March 2027 - Service Delivery	1-Apr-27	\$468,459.33	Mar-2027	\$468,459.33
Y5.8	April, 2027	April 2027 - Service Delivery	1-May-27	\$468,459.33	Apr-2027	\$468,459.33
Y5.9	May, 2027	May 2027 - Service Delivery	1-Jun-27	\$468,459.33	May-2027	\$468,459.33
Y5.10	June, 2027	June 2027 - Service Delivery	1-Jul-27	\$468,459.33	Jun-2027	\$468,459.33
Y5.11	July, 2027	July 2027 - Service Delivery	1-Aug-27	\$468,459.33	Jul-2027	\$468,459.33
Y5.12	August, 2027	August 2027 - Service Delivery	1-Sep-27	\$468,459.33	Aug-2027	\$468,459.33
Y5.13	September, 2027	September 2027 - Service Delivery 1	1-Oct-27	\$234,229.67	Sep-2027	\$234,229.67
Sub Total - Option Year# 5 (2027)						\$5,621,512.00
Total						\$28,107,560.00

Schedule Impact (from/to): NA

Fee Impact: Noted above in #3.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").

STATE OF MICHIGAN:

By: _____

Name: _____

Title: _____

Date: _____

ACCENTURE LLP:

By: _____

Name: Kathleen Cawley _____

Title: Managing Director _____

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 **29**

to

Contract Number **19000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		EXTENDED PURCHASING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$24,605,210.00	\$373,000.00	\$24,978,210.00		

DESCRIPTION

Effective 7/13/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. Total cost of this amendment is \$373,000.00.

- Adding SOW for contractor to plan, build, unit test, support SIT and UAT tests, and deploy the LG-083 which includes Essential Services Assessment ("ESA") additional requirements for 2023, YE22 changes, Parcel Upload in MTO and ITSM 8000002123 changes.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

Ad Board approval for this amendment was received on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karu	517-285-4455	KaruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 003-2022

For

LG-083 ESA 2023 Rewrite

This Statement of Work 003-2022, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about August 1st, 2022 ("Effective Date") and shall be completed on or about April 30th, 2023, unless this SOW is otherwise terminated in accordance with the Agreement.

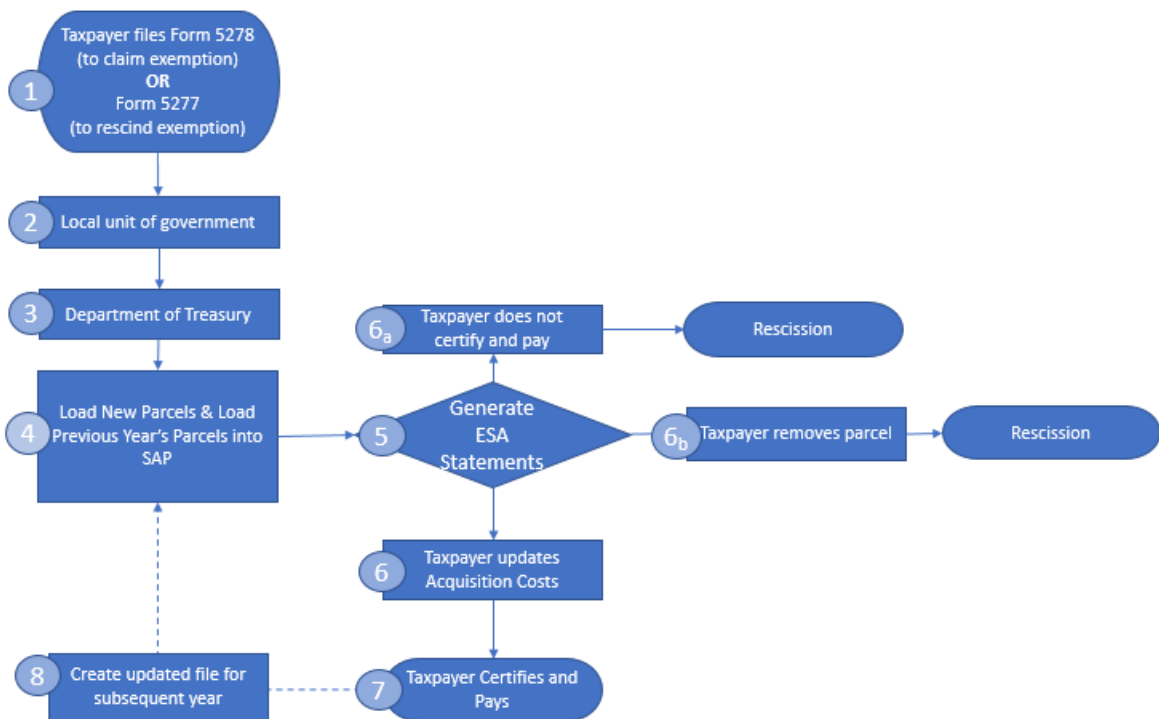


2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the LG-083 which includes Essential Services Assessment (“ESA”) additional requirements for 2023, YE22 changes, Parcel Upload in MTO and ITSM 800002123 changes listed below.

2.1 Req#1 (LG-083, 2023) - Enhancement to ESA Tax business process and application

2.1.1 PROPOSED CHANGE AT HIGH LEVEL



I. Taxpayer completes a Form 5278 to claim the Eligible Manufacturing Personal Property (“EMPP”) exemption or Form 5277 to rescind the exemption.

Necessary changes - Forms:

- Form 5278 must be updated to remove "Part 2" pertaining to the report non-exempt personal property to local units of government.



- Form 5278 can have the zero-acquisition cost box and the PA 328 information removed from Part 3.
 - IFT reporting must remain until 2027 because 839 certificates initiated before 2013 and expire in 2023 through 2026.
 - Ren Zone and MSF reporting must remain indefinitely.
- Form 5278 Instructions must be updated appropriately.
- Form 5277 must be updated to current reporting requirements.

II. Taxpayer files Form 5278 (to claim exemption) or Form 5277 (to rescind exemption) to the local unit of government in which the personal property is located.

Necessary changes – Statutory:

- MCL 211.9m and 9n updated to allow one-time claim of the exemption
- MCL 211.9m and 9n updated to change date to report non-qualification for exemption (via Form 5277) to the local unit of government. Currently, this is set to December 31 but rescissions requested later in the year will result in additional interest/penalties to local summer and winter tax bills. Moving this date to February 20 prevents this issue as well as is in alignment with the Small Business Tax Exemption under MCL 211.9o which is already a "one and done" property tax exemption in effect until a rescission is requested.

III. Local units of government report information from Forms 5278 and 5277 to the Department of Treasury. Currently, Form 5278 is entered into each unit's computer assisted mass appraisal (CAMA) software which is then collected by the CAMA software provider. Because only one CAMA software provider (BS&A Software) exists in the state, information from all local units is bundled into one document to be loaded to Treasury's servers. Form 5277 is not currently utilized as EMPP is claimed annually. Current policy is to make it easier for alternate CAMA software providers to operate in the State of Michigan. Therefore, BS&A cannot be sole entity responsible for collecting, organizing, and reporting all data to the Department of Treasury. It is therefore necessary to allow new parcel information to be delivered to the Department from multiple sources including, potentially, multiple CAMA providers and the local units directly.

Necessary changes:

Process Options

- **Passive:** Use current procedures and systems and have taxpayers add the parcel to their ESA Statement when they certify either through MTO or e-file. The addition of a new parcel will trigger a red flag, requiring ESA analyst review, contact with local unit to receive a copy of the Combined Document (Form 5278) if one was filed, and passing or failing the addition of the parcel as appropriate.



1. Process may be improved by requesting assessors to send copies of Combined Documents (Form 5278) to the ESA Section immediately upon their approval by the local unit of government.
 2. Currently, approval by the Property Services Division Administrator. A more streamlined process may be required if new parcels are as plentiful $\geq 1,000$ parcels as has been the case in the first five years of ESA.
- **Proactive: Develop means of reporting parcel information that is not reliant on single software provider conglomerating data from all local units. Possible solutions include:**
 1. Require all CAMA providers to conglomerate the EMPP data from local units utilizing their software as part of the STC approval to operate in the State of Michigan. Each CAMA provider would be required to submit file to Treasury by April 15.
 2. Direct all assessors to send copies of Form 5278 directly to the Department of Treasury for staff to enter into SAP.
 3. Utilize MTO as a reporting tool for assessors and mandate that they enter all new parcel information into MTO by April 1st.
 - Would require the development of MTO form for assessors to enter Form information (exception if ability to scan and upload info is developed).
 - Would require all assessors to create and/or maintain a MiLogin user name and password, which they may not already have (the same is being looked into for the MiSuite program, so may be one-stop).
 - **System**

If assessors are required to enter new parcels into MTO (or similar), it will be necessary to update MTO/SAP code to allow parcels to be added to the affidavit table - possibly with required staff review.

IV. Create affidavit table for current year by combining updated affidavit table from previous year and potentially (dependent on process option selected under #3) new parcel information collected from local units. Process remains substantially the same - however, instead of loading a file with parcel information for new parcels provided by BS&A, the CSV file will be provided elsewhere. A second file will be created from the previous year's parcel information after April 15th.

V. Utilizing information from affidavit table, generate statements for all eligible claimants by May 1st. **No change to process**

VI. Per MCL 211.1057, eligible claimants are required to review the statement generated by the Department and make any necessary changes. Because, presumably, previous year's parcel information



would be utilized to populate the current year affidavit table, the Construction in Progress (CIP) (9m9n AcqCost CIP) and immediately preceding calendar (9m9n AcqCost 1) year values must be null.

The current design of MTO requires taxpayers to update parcels individually. If the CIP and previous year fields must be entered for each parcel, it is preferable to find a means to update all parcels en masse. Prior to 2023, it was possible for EMPP parcels to have \$0 acquisition costs reported because all costs could be reported in middle years. Once the non-exempt "gap" is closed, this should not be the case. Therefore, any ESA return with \$0 acquisition costs reported should be flagged for review by staff. Error code 618 already exists for \$0 acquisition costs reported. However, it is currently green, requiring no attention. Beginning in 2023, error code 618 should be changed to yellow, requiring staff review.

Necessary changes – System:

- Require taxpayer to update the CIP (9m9n AcqCost CIP) and pervious year (9m9nAcqCost 1) fields on each parcel with either "0" or value.
- Change Error code 618 from green to yellow.
- Develop system allowing eligible claimants to update all parcels on their ESA Statement at one time. Possible solutions include:
 1. Allow for eligible claimants to load documents with pertinent information and have system read and load that information to the affidavit table.
 2. Create table form -- in addition to parcel form -- within MTO to allow update of the topline acquisition costs for each parcel.

VII. Taxpayer is required to certify their ESA Statement and pay ESA liability in full by August 15 (with no late payment penalty) or April 15 (with late payment penalty) to avoid rescission of EMPP exemption on affected parcels. **No changes necessary**

VIII. Because taxpayers will no longer be required to claim the exemption each year, parcels receiving the exemption in the previous year will be presumed to be eligible for the exemption in the immediately subsequent year. This is true of all parcels regardless of whether full payment for the previous year is received or not received in full by April 15th. These parcels must be added to the current year affidavit table. **The only parcels that should not be carried over are those that have been removed from the previous year's ESA Statement by the eligible claimant.** Because taxpayers are unable to make changes to their ESA Statement under any circumstances after April 15th, it can be safely assumed that all parcels marked for removal by a taxpayer after April 15th will rescinded by the Department.

Necessary changes – System:

- Report must be created that shifts all acquisition costs (9m9n AcqCost) certified in each year to the column immediately to the left:



"9m9n AcqCost 1" shifted to "9m9n AcqCost 2"

"9m9n AcqCost 2" shifted to "9m9n AcqCost 3"

"9m9n AcqCost 3" shifted to "9m9n AcqCost 4"

"9m9n AcqCost 4" shifted to "9m9n AcqCost 5"

"9m9n AcqCost 5" shifted to "9m9n AcqCost 6"

"9m9n AcqCost 6" shifted to "9m9n AcqCost 7"

Wednesday, November 18, 2020

"9m9n AcqCost 7" shifted to "9m9n AcqCost 8"

"9m9n AcqCost 8" shifted to "9m9n AcqCost 9"

"9m9n AcqCost 9" shifted to "9m9n AcqCost 10"

- "9m9n AcqCost 11" of report equals the sum of "9m9n AcqCost 10" and "9m9n AcqCost 11" of the previous year.
- "9m9n AcqCost CIP" is not carried over to the subsequent year.
- Report must leave "9m9n AcqCost CIP" and "9m9n AcqCost 1" "null" quiring a value to be entered before certified statement is allowed to be submitted. Failure to enter a value of 0 or greater will not allow MTO return to be submitted (grey out submit button?). Failure to enter a value of 0 or greater on e-file will generate an error.

LG-083 Enhancement to ESA Tax business process and application Summary:

Statutory Changes

1. Update MCL 211.9m/9n to eliminate annual filing requirement to claim the EMPP exemption.
2. Update MCL 211.9m/9n to require claimants to rescind previously approved EMPP exemption by filing Form and changing the deadline to file that form to February 20.
3. Update MCL 211.1057 to allow adding previous year parcel information to current year ESA Statement.
Unrelated clean-up to include(?)
4. Update MCL 211.1057 to remove audit rescissions from same process as rescissions for nonpayment by April 15th. Establish rescission process specifically for audits.

System Changes

1. Potentially allowing assessors to log into MTO, load Combined Document (Form 5278), and, if feasible, have data retrieved from documents and entered into affidavit table.
2. Ability to generate new year affidavit table from previous year affidavit table.



3. Return Error Code 618 (acquisition cost is \$0) from green to yellow, requiring staff review and approval.

Miscellaneous Changes

1. Update Combined Document (Form 5278) to remove Part 2 and other information that is no longer relevant.
2. Begin updating Rescission Affidavit (Form 5277) annually.

2.1.2 REQUIREMENTS MATRIX WITH HIGH LEVEL SOLUTION DESIGN

Req#	Description	Process changes in – SAP/MTO or Non-SAP	Business Driver	Proposed High Level solution / change
1.	Update form '5278' - Eligible Manufacturing Personal Property Tax Exemption Claim, Personal Property Statement, and Report of Fair Market Value of Qualified New and Previously Existing Personal Property (Combined Document)	Non-SAP. Maintained by Treasury		<ul style="list-style-type: none"> • Form 5278 must be updated to remove "Part 2" pertaining to the report non-exempt personal property to local units of government. • Form 5278 can have the zero-acquisition cost box and the PA 328 information removed from Part 3. <ul style="list-style-type: none"> ▪ IFT reporting must remain until 2027 because 839 certificates initiated before 2013 and expire in 2023 through 2026. ▪ Ren Zone and MSF reporting must remain indefinitely.



				<ul style="list-style-type: none"> Form 5278 Instructions must be updated appropriately.
2	Update form '5277' - Affidavit to Rescind Exemption of Eligible Manufacturing Personal Property	Non-SAP. Maintained by Treasury		<ul style="list-style-type: none"> Form 5277 must be updated to current reporting requirements
3	Ability for Assessors to use MTO for form '5278' keying in / entering new Parcels	SAP and MTO	<ul style="list-style-type: none"> Local units of government report information from Forms 5278 and 5277 to the Department of Treasury. Currently, Form 5278 is entered into each unit's computer assisted mass appraisal (CAMA) software which is then collected by the CAMA software provider. Because only one CAMA software provider (BS&A Software) exists in the state, information from all local units is bundled into one document to 	<ul style="list-style-type: none"> Build new Option under Guest Services 'Assessor 5278 data Entry' and UI screen and interface in MTO application for data capture of '5278' only for those fields applicable in SAP (currently defined for Excel utility upload) Assessors FEIN is pre-authenticated in ECC in the form custom table that gets maintained by ESA Business group. Integration with SAP to receive the information and load to Affidavit table.



			<p>be loaded to Treasury's servers.</p> <ul style="list-style-type: none"> Enables an option outside of CAMA s/w 	
4	<p>Ability to update CIP (Construction in Progress) for multiple Parcels at one go for one year at a time</p>	SAP and MTO	<ul style="list-style-type: none"> The current design of MTO requires taxpayers to update parcels individually. If the CIP and previous year fields must be entered for each parcel, it is preferable to find a means to update all parcels en masse 	<ul style="list-style-type: none"> Build new option under ESA tile with UI screen and interface in MTO. Integration with SAP to receive the information and load to Affidavit table
5	<p>Update The information message '618' (618 already exists for \$0 acquisition costs reported) to a warning message for ESA business group to review</p>	SAP	<ul style="list-style-type: none"> Prior to 2023, it was possible for EMPP parcels to have \$0 acquisition costs reported because all costs could be reported in middle years. Once the non-exempt "gap" is closed, this should not be the case. Therefore, any ESA return with \$0 acquisition costs reported should be flagged for review by staff. Error code 618 already exists for \$0 acquisition costs 	<ul style="list-style-type: none"> Enhance the BRF+ application for message '618'. Integrate the workflow routing rules for suspense/warning messages.



			<p>reported. However, it is Wednesday, November 18, 2020, currently green, requiring no attention. Beginning in 2023, error code 618 should be changed to yellow, requiring staff review.</p>	
6	<p>Systematic process to generate new Affidavits based on prior year Affidavits</p>	SAP	<ul style="list-style-type: none"> Because taxpayers will no longer be required to claim the exemption each year, parcels receiving the exemption in the previous year will be presumed to be eligible for the exemption in the immediately subsequent year. This is true of all parcels regardless of whether full payment for the previous year is received or not received in full by April 15th. These parcels must be added to the current year affidavit table 	<ul style="list-style-type: none"> A New batch extraction program that reads the prior year's Affidavit based on business rules and creates the Excel format file which can be used to upload using the existing functionality.



2.2 Req#2 (YE 2022 changes) – Year end changes required for ESA to enable 2023 tax year filing.

2.2.1 PROPOSED CHANGE AT HIGH LEVEL

Requirement Number	Category	Requirement	Priority	Comment
1.0	SAP	Update TBOR letter tables for new year (2023) Table Name: ZMBT_RP_MESS_LKP	High	Yearly Repetitive task
2.0	eFile	Maintain Efile business rules for 2022	High	Yearly Repetitive task
3.0	eFile	Move in the 2023 Efile Schema	High	Yearly Repetitive task
4.0	SAP	Obtain 5328 PDF from Forms & Document Services	High	Yearly Repetitive task
5.0	MTO & SAP	Update years in MTO payment and summary of account drop-down boxes	High	Yearly Repetitive task

2.2.2 REQUIREMENTS MATRIX WITH HIGH LEVEL SOLUTION DESIGN

1. Update TBOR letter tables for new tax year (2023)

The 'ZMBT_RP_MESS_LKP' table must be updated for Tax year 2023. All entries from 2022 must be copied and reinserted as 2023. The entries of Tax year 2022 will be remain as it is.

2. Maintain Efile business rules for 2022

Every year the Efile business rule has to be updated as part of year end changes for tax type ESA. Identify where this change must occur. Updating the rules will be taken care by Mark Jenkins. These changes are not from SAP side.

3. Move in the 2023 Efile Schema

Once Efile business rules are maintained for tax year 2022, move in the 2023 Efile schema. Again, these changes are not from SAP side.

4. Obtain 5328 PDF from Forms and Document Services

The current Adobe Form versions 'Z_FORM_5328_00005', 'Z_FORM_5328_HDR_PARCEL_00005', 'Z_FORM_5328_HEADER_00005' and 'Z_FORM_5328_PARCEL_00005' are used by ESA form for tax year 2021.



There will not be any changes for the Form processing logic. As new version of Adobe form 'Z_FORM_5328_00006', 'Z_FORM_5328_HDR_PARCEL_00006', 'Z_FORM_5328_HEADER_00006' and 'Z_FORM_5328_PARCEL_00006' are created to update the text changes for YE 2021.

The below text changes will be required in the Adobe Form 5328 to meet requirement of business as per the new guideline received from the DTMB Treasury for tax year 2023.

FORM 5328: Essential Services Assessment Annual Return

1. Page 1: Updated deadline dates in instructions at top of page to August 15, 2023, and April 15, 2024.
2. Page 1: Part 2: Updated deadline date in "A Late Payment Penalty" section to August 15, 2023.
3. Page 4: Updated instructions at top of the page: "... placed in service from the years 2020 through 2022. Years 2016 through 2019 are included in Part 5, Section 2, and years 2015 through 2012 and prior are included in Part 5, Section 3. The total for this parcel is listed at the end of Section 3.
4. Page 4: Updated "Year Placed in Service" to: A – 2022, B – 2021, C – 2020.
5. Page 5: Updated "Year Placed in Service" to: D – 2019, E – 2018, F – 2015, G – 2014.
6. Page 6: Updated "Year Placed in Service" to: H – 2013, I – 2013, J – 2012, K – 2012 and prior.

5. Update tax years in MTO payment and summary of account drop-down boxes

1. The dropdown options in the Summary of Account selection must reflect the correct years.
2. The dropdown options in the Make a Payment -> Annual/Audit Payment selection must reflect the correct years.

As part of year end 2021 (ITSM 8000001593), the drop values in MTO have been migrated and transitioned SAP backend via configurations to allow the better control on displaying year drop down values. The design document "TC25 W17 MTO FS year end MTO hide fields" can be referenced further for this.

This requirement requires changes in SAP ECC configuration.



2.3 Req#3 – Upload Parcel information in MTO to auto populate Parcel information in screen reading from excel sheet.

This requirement was added as part of ESA additional requirements.

2.3.1 PROPOSED CHANGE AT HIGH LEVEL

This would enable the ESA taxpayer to upload parcel details in the same format as “Export Parcels to Excel”. This will update all the parcel’s information based on the values provided in Excel and information will be updated in SAP once taxpayer clicks on “Quick Save” or “Save Progress” buttons.

This feature is used by Taxpayers (~7000). However as mentioned, the excel is transmitted to SAP ECC, rather the excel is read by UI and Java (middle layer) with virus scan and the data is populated into UI fields rather Taxpayer entering them one by one.

2.3.2 REQUIREMENTS MATRIX WITH HIGH LEVEL SOLUTION DESIGN

Allow taxpayer to upload Excel spreadsheet of Parcel information

New button will be added in “ESA Parcel Summary” screen to allow the user to upload Excel spread sheet with parcel information.

An information icon will be available on the button with the file layout specifications and rules for the taxpayer.

The screenshot shows the 'ESA Parcel Summary' screen for 1 parcel(s). It includes a disclaimer about the certified ESA statement, a note that data is from Form 5278, and two buttons: '+ ADD PARCEL' and 'Upload Parcel from Excel'. Below the buttons is a search field and a table with the following data:

County	Local Unit	Parcel Number	IFT	P.A. 328	RenZone %
EATON	WINDSOR TOWNSHIP	27804			25%

Only Parcel Information that can currently be updated will be allowed to be updated from Excel Spreadsheet. No new functionality will be created. The excel file is not entered directly to SAP ECC, rather, the MTO UI reads Parcle data from excel and auto



populate the Parcel table information in MTO front end screen, once user submits, the data will be transmitted via existing web services, not the excel.

Once the taxpayer uploads the Excel spreadsheet with Parcel's information, below actions will be performed.

- Validate the file includes extension, size, and file layout. If any errors in validation same will be notified to taxpayer
- If Parcel Number specified in Excel spreadsheet is not exist, it will add a that parcel as new parcel.
- If parcel number exists and changes are made in Excel upload, the current record will be overwritten
- If parcel number exists and no changes are made in Excel upload, the current record will be overwritten with the same data
- If existing parcel number not specified in Excel spreadsheet, parcel will not be updated with any information and will remain same until user performs "Remove Parcel" action.
- When file validation is successful, the updated parcel records will be reflected in the ESA Parcel Summary screen for review prior to "Quick Save" or Save Progress"
- File validation is successful, parcel information will be updated with the information in Parcels table. Once user clicks on "Quick Save" or "Save in Progress" information will be updated in SAP.

2.4 Req#4 – Fix ITSM# 8000002123 (ESA-Incorrect Line letter for Form 5328).

This was break-fix ticket entered but added to the project request to address as part of ESA scope.

2.4.1 PROPOSED CHANGE AT HIGH LEVEL

Issue: - Wrong Line Letters on Form 5328. For Years in Placed in Service, it should start with "a, A, B, C" (match with Letters and Portal) instead of "A, B, C, D...". CIP should be "a", 2022 should be "A", 2021 should be "B" and so on. No need to fix prior years since returns were generated. Just need to fix it for 2023.

2.4.2 REQUIREMENTS MATRIX WITH HIGH LEVEL SOLUTION DESIGN

There will not be any changes for the Form processing logic. Text changes in the version of Adobe form 'Z_FORM_5328_00007', 'Z_FORM_5328_HDR_PARCEL_00007',



and 'Z_FORM_5328_PARCEL_00007' are required for tax year 2023. The letters of "Years Placed in Service" on the FORM 5328 and letters of fields on portal should be in sync. The label for Construction in Progress (CIP) should be letter "a" and label from year 2022 to 2012 & Prior will have letter "A, B, C, D, to K".

Below text changes applicable on the FORM 5328: Essential Services Assessment Annual Return

1. Page 4: Updated "Year Placed in Service" to: a – CIP, A – 2022, B – 2021, C – 2020.
2. Page 5: Updated "Year Placed in Service" to: D – 2019, E – 2018, F – 2017, G – 2016.
3. Page 6: Updated "Year Placed in Service" to: H – 2015, I – 2014, J – 2013, K – 2012 and prior.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC and MTO.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.



6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

The overall project is being managed by State PMO office as per the below Gantt chat.

	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Feb-23	Mar-23	Apr-23	May-23
LG-083 (M) ESA 2023 Rewrite (Tentative)	Initiation	ANALYSIS									
				BUILD AND UNIT TEST (2/10)				SIT AND UAT		4/7 GO LIVE	

Below are the milestones for the LG-083 SAP and MTO related scope:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	8/1/2022	8/31/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	9/1/2022	11/30/2022
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	11/1/2022	2/10/2023
4. SYSTEM INTEGRATION TESTING	2/13/2023	3/24/2023
5. USER ACCEPTANCE TESTING	3/5/2023	3/30/2023
6. CUTOVER	3/31/2023	4/6/2023
7. GO LIVE	4/7/2023	4/7/2023

8. Work Location.

Services against this SOW shall be performed offsite.

9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges,



network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure,	



The State	Contractor
office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	



11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.



- ix. Contractor assumes that LG-083 ESA 2023 Rewrite functionality will be scheduled as part of April 2023 release. If the release is scheduled for a different release date, past the April 2023 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY23 Release schedule.
- xiii. Year End changes for ESA requirement was traditionally part of the Year end projects but this time it is being separated and added as one ESA project (LG-083). The Scope here is assumed like ESA year end changes performed for 2022 (went live on March 2022, Ticket# 8000001878), based on the scope effort is estimated and any changes to the scope would require revisit to the effort and estimate plan.
- xiv. For ATCI team members, VDI access and Developer license key cost will be added to the LG-083 project by DTMB.
- xv. During this project window, Production support tickets for MTO will need to be evaluated on case-by-case basis considering the landscape and code conflict.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
LG-083 ESA 2023 Rewrite	August 2022 – April 2023	Offshore – 5 Onshore – 1	\$373,000.00

* The number of resources will fluctuate up or down based on the milestones being worked on.



2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
LG-083 ESA 2023 Rewrite - PROJECT INITIATION	10/15/2022	\$37,300.00
LG-083 ESA 2023 Rewrite - ANALYSIS AND FUNCTIONAL DESIGN	12/1/2022	\$93,250.00
LG-083 ESA 2023 Rewrite - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/1/2023	\$130,550.00
LG-083 ESA 2023 Rewrite - SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING	4/3/2023	\$93,250.00
LG-083 ESA 2023 Rewrite - CUTOVER AND GO LIVE	5/1/2023	\$18,650.00
	Total	\$373,000.00

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix.

1. MIITAS Functional and Technical Components.

The following existing functional and technical components to be modified or built from start to achieve the LG-083 functionality requested.

Note – This may not be the complete list. This is provided based on high level analysis.

Req#	Description	Functional and Technical component Name	New / Modify with complexity	Functionality to be added
1.	Update form '5278' - Eligible Manufacturing Personal Property Tax Exemption Claim, Personal Property Statement, and Report of Fair Market Value of Qualified New and Previously Existing Personal Property (Combined Document)	NA – Outside of MIITAS	NA	NA
2	Update form '5277' - Affidavit to Rescind Exemption of Eligible Manufacturing	NA – Outside of MIITAS	NA	NA



	Personal Property			
3	Ability for Accessors to use MTO for form '5278' keying in / entering new Parcels	New MTO Application New SAP Webservice	New – High complexity	<ul style="list-style-type: none"> • Build new Tile and UI screen and interface in MTO application for data capture of '5278' only for those fields applicable in SAP (currently defined for Excel utility upload) • Integration with SAP to receive the information and load to Affidavit table.
4	Ability to update CIP (Construction in Progress) for multiple Parcels at one go for one year at a time	New MTO Application New SAP Webservice	New – High complexity	<ul style="list-style-type: none"> • Build new option under ESA tile with UI screen and interface in MTO. • Integration with SAP to receive the information and load to Affidavit table
5	Update The information message '618' (618 already exists for \$0 acquisition costs reported) to a warning message	ESA BRF+ Application	Modify – Simple complexity	<ul style="list-style-type: none"> • Enhance the BRF+ application for message '618'. • Integrate the workflow routing rules for



	for ESA business group to review			suspense/warning messages.
6	Systematic process to generate new Affidavits based on prior year Affidavits	New Batch Program	New – Medium complexity	<ul style="list-style-type: none"> A New batch extraction program that reads the prior year’s Affidavit based on business rules and creates the Excel format file which can be used to upload using the existing functionality.
7	ESA YE22 changes	See the complete list mentioned in 1.2.1.2	Modify	<ul style="list-style-type: none"> ESA YE-22 changes
8	Allow upload of Excel spreadsheet of parcel information directly into MTO	New Web UI and Java design for Excel read	New - Complex	<ul style="list-style-type: none"> Allow upload of Excel spreadsheet of parcel information directly into MTO, populating all fields in parcel tables with updated information
9	ITSM# 8000002123	Z_FORM_5328_00007’, 'Z_FORM_5328_HDR_PARCEL_00007, and 'Z_FORM_5328_PARCEL_00007'	New - Simple	



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 19000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
(517) 242-6664			
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$24,245,355.00	\$359,855.00	\$24,605,210.00		

DESCRIPTION

Effective 6/8/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. Total cost of this amendment is \$359,855.00.

- Adding scope to implement changes as part of TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

Ad Board approval for this amendment was received on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karru	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 2
to
CONTRACT CHANGE NOTICE #18

For

STATEMENT OF WORK 006-2021

For

TP-510 (E) Flow Through Entity Tax Phase 1 -3

This Amendment #2 ("AMD") to Contract Change Notice #18 dated October 28, 2021, (mutual signature date) reflects changes to Statement of Work 006-2021 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 006-2021 identified herein as follows:

AMD #:	002
ACN Project Manager:	Naren Turimella
Statement of Work Name:	TP-510 (E) Flow Through Entity Tax Phase 1 -3

Describe the Change(s): This Change Request is to: Add scope and increase Fees by \$359,855.00 to implement three change requests listed below as part of TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1 (12/9/2022).

- CR007239 - add extension process (\$245,000.00)
- CR007548 – Implement Payment Statement letter, Implement TBOR Letter Throttle and new Ad-Hoc Report (\$114,855.00)
- CR007574 - Change 5774 table to align with 5773 table design (\$0.00)

1. SOW Section 2, Services Scope ("Services"), Phase 3.0 Scope is updated as follows:

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
3.0	<p><u>End to End Processing:</u></p> <p>a) Return(s) Enablement in SAP and MTO</p> <p>b) Complete functionality on MTO (payment, return, payment history etc.)</p>	<ul style="list-style-type: none"> • Annual tax return with form (Simple) set up, validation and posting • Amendment framework • Workflow and suspense reporting 	<ul style="list-style-type: none"> • Home Page/Tile • Tax Type Dashboard • Summary Page • File and Pay a Tax Return 	<ul style="list-style-type: none"> • Existing BI/BW report integration • No new report

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
	<p>c) Taxpayer able to file and pay through MTO and SAP end to end processing enabled</p> <p>d) UPE</p> <p>e) Audit processing Enabled in SAP ECC</p> <p>f) Enable Audit payment functionality from MTO</p> <p>g) Extension, and extensions enablement</p>	<ul style="list-style-type: none"> • TBOR – Refund Adjustment and Additional Tax Due • Grace and hold days, channel – MTO • NR and Late P&I like FTW • Refund • Accounting set up and SIGMA reporting • Revenue distribution – like P&I reclass of FTW • A file-based interface to IIT system • Financial dunning and STAR like SUW • Other interfaces update as applicable • UPE form design, processing rules • Audit interface • Audit framework processing • New Bank code integration with JPMC • Enhance and enable 4P interface to receive extension payments for FTE • Payment Statement letter 	<ul style="list-style-type: none"> • Amend and Pay Processed Returns • File Additional Tax Returns • View and print function. • Manage Payments • Payment History • Shared Secrets Authentication • Letters • UPE form enabled for Taxpayer • UPE form available • Enable for Audit payment • Add Extension Payment option in MTO for FTE • Add Extension option in MTO under FTE Tax Tile • Change 5774 table to align with 5773 table design 	

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
		<ul style="list-style-type: none"> TBOR Letter Throttle on Billing Function Adhoc report for the schedules 		

2. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 6	\$141,770.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – December 2022	Onshore – 4 Offshore – 12	\$1,844,913.00
		Total Price	\$2,347,583.00

B. The following table is added to this section by increasing fees by \$359,855.00 for TP-510 (E) Flow Through Entity Tax - Phase III:

Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 6	\$141,770.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – December 2022	Onshore – 4 Offshore – 12	\$2,204,768.00
		Total Price	\$2,707,438.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

3. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows for **TP-510 (E) Flow Through Entity Tax - Phase III:**

A. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	5/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$553,473.90
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – September 2022	10/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$92,245.65
	Total	\$1,844,913.00

B. The following table is added to this section by increasing Fees by \$359,855.00 to implement CR007239 - add extension process (\$245,000.00), CR007548 – Implement Payment Statement letter, Implement TBOR Letter Throttle and new Ad-Hoc Report (\$114,855.00), CR007574 - Change 5774 table to align with 5773 table design (\$0.00):

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	5/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND	9/1/2022	\$553,473.90

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
UNIT TEST		
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN - CR007239 and CR007548	9/1/2022	\$125,949.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST - CR007239 and CR007548	10/1/2022	\$143,942.00
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – September 2022	10/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022 - CR007239 and CR007548	12/1/2022	\$89,963.75
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$92,245.65
	Total	\$2,204,768.00

Change Notice Schedule Impact (from/to): None

Fee Impact: Increased Fees by \$359,855.00 to implement CR007239 - add extension process (\$245,000.00), CR007548 – Implement Payment Statement letter, Implement TBOR Letter Throttle and new Ad-Hoc Report (\$114,855.00), CR007574 - Change 5774 table to align with 5773 table design (\$0.00) as part of TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1 (12/9/2022).

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the “CR Effective 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 27

to

Contract Number 19000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Jennifer May	DTMB
(517) 242-6664			
mayj7@michigan.gov			

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		EXTENDED PURCHASING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$24,172,805.00	\$72,550.00	\$24,245,355.00		

DESCRIPTION

Effective 3/31/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. Total cost of this amendment is \$72,550.00.

- Implementing MTO upload functionality for the schedules as part of TP-510 (E) Flow Through Entity Tax - Phase II.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

Ad Board approval for this amendment was received on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karru	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #18

For

STATEMENT OF WORK 006-2021

For

TP-510 (E) Flow Through Entity Tax Phase 1 -3

This Amendment #1 (“AMD”) to Contract Change Notice #18 dated October 28, 2021, (mutual signature date) reflects changes to Statement of Work 006-2021 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 006-2021 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	TP-510 (E) Flow Through Entity Tax Phase 1 -3

Describe the Change(s): This Change Request is to: Added scope and increased Fees by \$72,550 to implement MTO upload functionality, update Release milestones and Invoice Schedule for TP-510 (E) Flow Through Entity Tax - Phase II to align with 22.6.1 (6/2/2022), update the Release milestones and Invoice Schedule for TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1 (12/9/2022).

- SOW Section 2, Services Scope (“Services”), Phase 2.0 Scope is updated as follows:

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
2.0	<p><u>Manual Back End Refund process:</u></p> <p>a) Enable accounting set up to issue refund manually (back up refund)</p> <p>b) Enable SIGMA process to send refund data to SIGMA and receive feedback</p> <p><u>Upload functionality for Schedules:</u></p>	<ul style="list-style-type: none"> Back-end refund using the existing process (Transaction ‘FPTCRPO’) Accounting set up for refund posting and processing SIGMA interface to send refund data and receive feedback 	<ul style="list-style-type: none"> Taxpayer should have an option where they can upload their membership data from an excel to the return line rather keying in one by one. 	None

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
	c) Enable Upload functionality for FAST File	<ul style="list-style-type: none"> Siebel Interface 		

2. SOW Section C, High Level Milestones, “TP-510 (E) Flow Through Entity Tax - Phase II - End to End Processing including Audit& UPE processing” is updated as follows.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	1/4/2022	1/31/2022
2. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	2/7/2022	3/18/2022
3. ANALYSIS AND FUNCTIONAL DESIGN	2/7/2022	3/18/2022
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/7/2022	4/15/2022
5. SYSTEM INTEGRATION TESTING	4/20/2022	5/17/2022
6. USER ACCEPTANCE TESTING	5/18/2022	5/24/2022
7. CUTOVER	5/25/2022	6/1/2022
8. GO LIVE	6/2/2022	6/2/2022

3. SOW Section C, High Level Milestones, “TP-510 (E) Flow Through Entity Tax - Phase III - End to End Processing including Audit& UPE processing” is updated as follows.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	12/1/2021	12/31/2021
2. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	1/4/2022	4/15/2022
3. ANALYSIS AND FUNCTIONAL DESIGN	1/4/2022	6/30/2022
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	4/1/2022	8/31/2022
5. SYSTEM INTEGRATION TESTING	9/1/2022	11/15/2022
6. USER ACCEPTANCE TESTING	10/21/2022	11/29/2022
7. CUTOVER	11/30/2022	12/8/2022
8. GO LIVE	12/9/2022	12/9/2022

4. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 2	\$69,220.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – January 2023	Onshore – 4 Offshore – 9	\$1,844,913.00
		Total Price	\$2,275,033.00

The following table is added to this section:

Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 6	\$141,770.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – December 2022	Onshore – 4 Offshore – 12	\$1,844,913.00
		Total Price	\$2,347,583.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

5. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows for **TP-510 (E) Flow Through Entity Tax - Phase II**:

B. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase II - PROJECT INITIATION	2/1/2022	\$3,461.00
TP-510 (E) Flow Through Entity Tax - Phase II - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE , ANALYSIS AND FUNCTIONAL DESIGN	3/7/2022	\$24,227.00
TP-510 (E) Flow Through Entity Tax - Phase II - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2022	\$20,766.00
TP-510 (E) Flow Through Entity Tax - Phase II - SYSTEM INTEGRATION TESTING SUPPORT,	6/1/2022	\$17,305.00

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
USER ACCEPTANCE TESTING		
TP-510 (E) Flow Through Entity Tax - Phase II - CUTOVER AND GO LIVE	7/1/2022	\$3,461.00
	Total	\$69,220.00

The following table is added to this section by increasing Fees by \$72,550 to implement MTO upload functionality for the schedules:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase II - PROJECT INITIATION	2/1/2022	\$3,461.00
TP-510 (E) Flow Through Entity Tax - Phase II - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE , ANALYSIS AND FUNCTIONAL DESIGN	4/1/2022	\$45,992.00
TP-510 (E) Flow Through Entity Tax - Phase II - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2022	\$49,786.00
TP-510 (E) Flow Through Entity Tax - Phase II - SYSTEM INTEGRATION TESTING SUPPORT, USER ACCEPTANCE TESTING	6/1/2022	\$35,442.50
TP-510 (E) Flow Through Entity Tax - Phase II - CUTOVER AND GO LIVE	7/1/2022	\$7,088.50
	Total	\$141,770.00

6. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows for **TP-510 (E) Flow Through Entity Tax - Phase III:**

C. The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	3/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	6/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	10/1/2022	\$553,473.90

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – December 2022	1/1/2023	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	2/1/2023	\$92,245.65
	Total	\$1,844,913.00

The following table is added to this section to update Milestone Invoiced dates in alignment with 22.12.1 release:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	5/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$553,473.90
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – September 2022	10/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$92,245.65
	Total	\$1,844,913.00

Change Notice Schedule Impact (from/to): Updated Release milestones and Invoice Schedule for TP-510 (E) Flow Through Entity Tax - Phase II to align with 22.6.1 (6/2/2022). Updated the Release milestones and Invoice Schedule for TP-510 (E) Flow Through Entity Tax - Phase III to align with 22.12.1 (12/9/2022).

Fee Impact: Increased Fees by \$72,550 to implement MTO upload functionality for the schedules as part of TP-510 (E) Flow Through Entity Tax - Phase II.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 26

to

Contract Number 19000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Jennifer May	DTMB
(517) 242-6664			
mayj7@michigan.gov			

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$23,990,419.00	\$113,250.00	\$24,172,805.00		

DESCRIPTION

Effective 3/28/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. Total cost of this amendment is \$113,250.00.

- Implementing changes for TP-502:- City Individual E-Payments through IIT Legacy Pay Connect.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

Ad Board approval for this amendment was received on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karru	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 002-2022

For

TP-502 DETI E-Payments

This Statement of Work 002-2022, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about June 1st, 2022 ("Effective Date") and shall be completed on or about December 31st, 2022, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

a. Requirements - TP-502: - City Individual E-Payments through IIT Legacy Pay Connect

The Department of Treasury, State of Michigan plans to extend the existing IIT legacy payment option (JP Morgan Chase’s Pay connection / Paymentus) to City of Detroit individual taxpayers to enable electronic payment options. To support this initiative, the solution requires changes in 3 layers – IIT Legacy App, JPMC chase Payment gateway and processing those payments in SAP ECC using the existing Payment interface.

b. Contractor’s responsibility

The Contractor is responsible for implementing any change(s) that is required in SAP ECC to receive and process those electronic payments. The Contractor will analyze, build, unit test, support SIT and UAT tests, and deploy the TP-502 DETI E-Payments related SAP changes.

Based on the State’s requirements and pre-analysis, there are 3 areas where a change may be anticipated, that are listed below.

RICEFWT ID/Work Unit#	Description	Change in High Level
4P Payment Interface update and integration	4P - Payments Interface from Bank	Add and update new Payment code, Methods and accounting set up and code changes as required to support DETI Payment if any
INT12 – DW payment interface	DW Payment interface integration	Review and integrate with DW interface for sending these payments for DW if any
INT32 – SIGMA interface for cash reporting	SIGMA interface for cash reporting	Review and integrate with DW interface for sending these payments for DW if any

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered,



therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- No data conversion or cleanup program planned as part of this SOW except the scope mentioned above.
- No new letters are in scope.
- No new Tax form(s) is in scope.
- IIT Legacy application update or JPMC changes including any analysis required outside of SAP.
- Application Development work other than SAP ECC.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, "Accenture" includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary

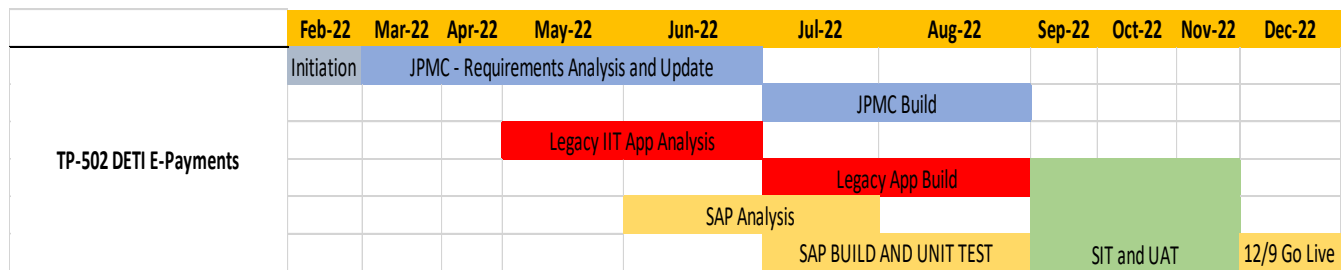


Deliverables	Description	Responsibility	
		State	Accenture
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

The overall project is being managed by State PMO office as per the below Gantt chart.



Below are the milestones for the TP-502 SAP related scope:



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	5/15/2022	5/31/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	6/1/2022	7/29/2022
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	7/1/2022	8/31/2022
4. SYSTEM INTEGRATION TESTING	9/1/2022	11/08/2022
5. USER ACCEPTANCE TESTING	11/2/2022	11/29/2022
6. CUTOVER	11/30/2022	12/08/2022
7. GO LIVE	12/09/2022	12/09/2022

8. [Work Location.](#)

Services against this SOW shall be performed offsite.

9. [Equipment Resources.](#)

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. [Responsibilities of Each Party.](#)

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office	



The State	Contractor
space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.



12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that TP-502 DETI Electronic payments functionality will be scheduled as part of December 2022 release. If the release is scheduled for a different release date, past the December 2022 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).



xii. The implementation plan for this SOW is developed referencing FY22 Release schedule.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”).

Description	Estimated Duration	Planned Resource Location*	Price
TP-502 DETI E-Payment	May 2022 – December 2022	Offshore – 1 Onshore – 1	\$113,250

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

TP-502 DETI E-Payment:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-502 DETI E-Payment - PROJECT INITIATION	6/1/2022	\$5,662.80
TP-502 DETI E-Payment - ANALYSIS AND FUNCTIONAL DESIGN	8/1/2022	\$33,976.80
TP-502 DETI E-Payment - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$39,639.60
TP-502 DETI E-Payment - SYSTEM INTEGRATION TESTING – Sep 2022	10/1/2022	\$9,771.31
TP-502 DETI E-Payment - SYSTEM INTEGRATION TESTING – Oct 2022	11/1/2022	\$9,771.31



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-502 DETI E-Payment - SYSTEM INTEGRATION TESTING – Nov 2022	12/1/2022	\$8,771.38
TP-502 DETI E-Payment - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$5,656.80
	Total	\$113,250

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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 25

to

Contract Number 19000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Jennifer May	DTMB
(517) 242-6664			
mayj7@michigan.gov			

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$23,990,419.00	\$69,136.00	\$24,059,555.00		

DESCRIPTION

Effective 2/24/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. Total cost of this amendment is \$69,136.00.

- Design, build and SIT/UAT support of new Integration of MTO with Business Tax Modernized E-file (MeF) application (extending MeF Tax services into MTO application for testing purposes).

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

Ad Board approval for this amendment was received on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karru	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

STATE OF MICHIGAN

Contract No. 171-190000001389 SAP Maintenance & Operations Support

STATEMENT OF WORK 004-2021 For DS-032 Business Tax Modernized E-file (MeF)

This Statement of Work 004-2021, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) **Term.**

The Services will be performed by Contractor commencing April 1st, 2022 ("Effective Date") and shall be completed by August 31st, 2022 unless this SOW is otherwise terminated in accordance with the Agreement.

2) **Services Scope ("Services").**

The scope includes design, build and SIT/UAT support of new Integration of MTO with Business Tax Modernized E-file (MeF) application to help Business users/testers/developers seamlessly file Business Taxes from MTO development/QA environments. (Extending MeF Tax services into MTO application for testing purposes).

MeF Transmitter High-level Requirements:

- All features/functionality of transmitter application will be in accordance with IRS standards/requirements as detailed in relevant IRS publications/documentation (MeF Toolkit; Publication 4164; MeF Reference Guide; MeF Submission Composition Guide).
 - Web Service to include calls and appropriate responses for:
 - SendSubmissions
 - GetNewSubmissionsStatus
 - GetSubmissionsStatus
 - GetSubmissionStatus
- Browser-based interface for logging in and transmitting to MeF to execute web service calls.
- Transmitter application will transmit submissions from a predetermined user directory.
- Transmitter application will zip submissions to create payload for transmittal to the IRS.
- Login for transmission will use certificate/credentials currently used to log in to the IRS MeF ATS.
- Web service activity will be captured in trace/audit logs (as is done for the S01 program) and saved to a designated user directory.
- Create an SAP program which can query the ZRP_ACKNOWLEDGEM table and create .csv file. This program to be used in SAP QA environment only.

A. Out of Scope:

- Application Development work other than MTO and SAP ECC.

- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

B. Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product.

In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Project Staffing and Responsibilities section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)

C. High Level Milestones:

The UAT for DS-032 Business Tax Modernized E-file (MeF) is planned for August 2022 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN	04/01/2022	05/31/2022
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	04/15/2022	07/13/2022
3. SYSTEM INTEGRATION TESTING	07/15/2022	08/19/2022
4. USER ACCEPTANCE TEST	08/01/2022	08/19/2022

2) **Work Location.**

Services against this SOW shall be performed offsite.

3) **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

4) **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

5) **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

6) **Project Assumptions.**

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i) Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii) The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals and any related agreements.
- iii) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv) This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v) Business review and approval of functional specification updates will be facilitated via email.
- vi) There will be no hardware or software acquisitions for, or as a result of this project.
- vii) The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii) DTMB PMO team will manage the DS-032 project.
- ix) Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x) The Contractor assumes that Integration of MTO with Business Tax Modernized E-file (MeF) application will not be deployed to production. The application will be limited to Development and QA environments. Please refer to Appendix for Flow of the MTO and MeF Application Integration.
- xi) The Contractor assumes that MeF webservice will be available prior to the development of MTO changes for integration.
- xii) Using existing QA credentials or only specific users need to see the new application will be determined during the requirements phase.

- xiii) The detailed UI/UX requirements for MTO integration with MeF will be determined during the requirements phase.
- xiv) This solution requires Basis team implementing the webservice configuration on a timely basis as necessitated for meeting the Project schedule.
- xv) The Contractor assumes that VDI access will be provided to MTO offshore developer for the duration of the DS-032 project.

II. Payment Terms and Conditions

1) Professional Fees.

Contractor’s fees for this Project will be calculated on a time and materials price basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).

Role	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Onshore	\$229	104	\$23,816
UI Sr Developer	ATCI	\$51	660	\$33,660
ABAP Sr Developer/BRF+	ATCI	\$53	220	\$11,660
			984	\$69,136

The Contractor reserves the right to use existing project resources in an overtime capacity without any interruption to committed deliverables.

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State’s time reporting tool. Contractor will invoice the State monthly for actual hours worked which have been reported in time reporting tool and approved by the State. If additional hours are needed, the parties agree additional hours will be added via a change notice to this SOW.

2) Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW

SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

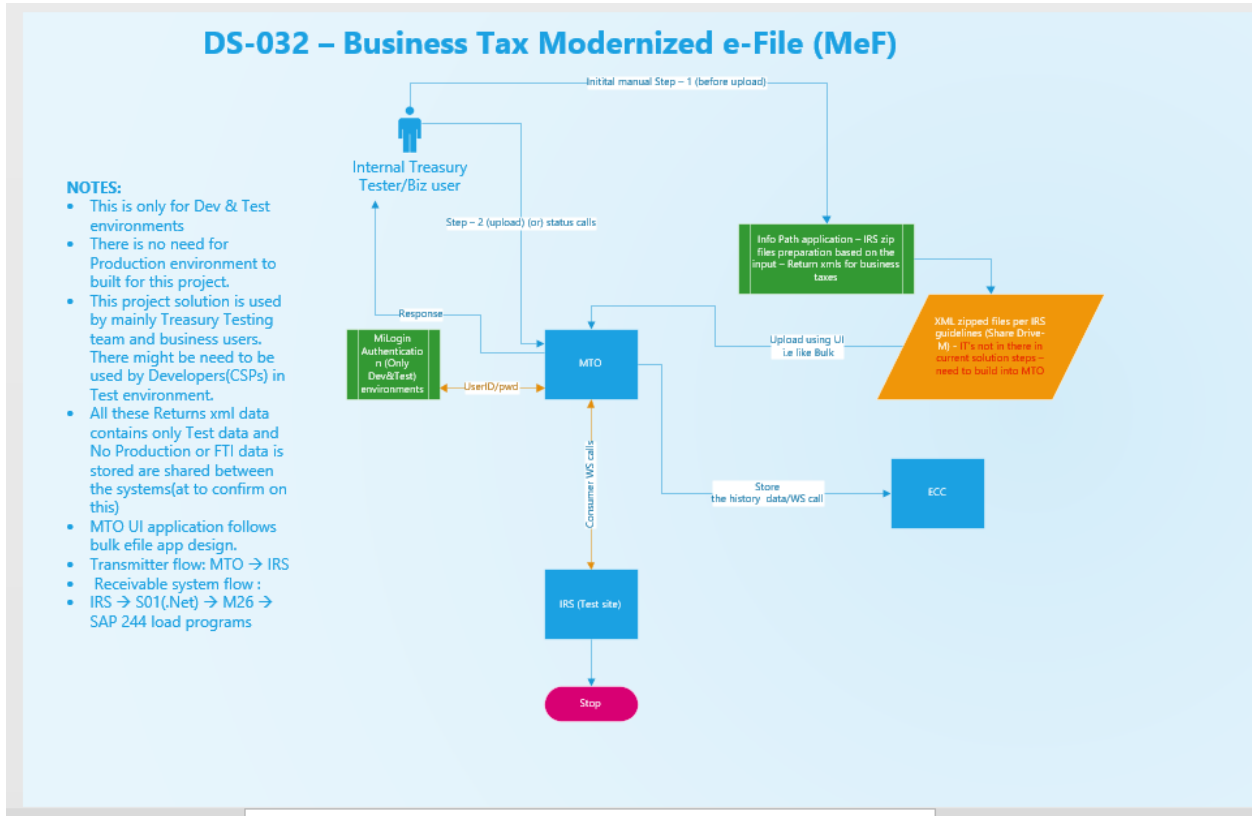
Title: _____

Date: _____

Date: _____

Appendix

A. Flow of the MTO and MeF Application Integration





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 **190000001389**

CONTRACTOR	ACCENTURE	STATE	Program Manager	David Mefford	TREA
	1001 Woodward Ave, Floor 4		(517) 636-5546		
	Detroit, MI 48226		MeffordD@michigan.gov		
	Kathleen Cawley		Contract Administrator	Jennifer May	DTMB
	(859) 248-1187		(517) 242-6664		
	kathleen.cawley@accenture.com		maj7@michigan.gov		
CV0062320					

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$23,447,494.00	\$542,925.00	\$23,990,419.00		

DESCRIPTION

Effective 2/15/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. Total cost of this amendment is \$542,925.00.

- Year End Project for 2022 (DWT-242 Business Tax and TP-501 City Tax)

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

Ad Board approval for this amendment was received on 9/12/2019.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karru	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

STATE OF MICHIGAN

Contract No. 171-190000001389
SAP Maintenance & Operations Support

STATEMENT OF WORK 001-2022

For

Year End Project for 2022 (DWT-242 Business Tax and TP-501 City Tax)

This Statement of Work 001-2022, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about February 1st, 2022 ("Effective Date") and shall be completed on or about December 31st, 2022, unless this SOW is otherwise terminated in accordance with the Agreement.

2. Services Scope ("Services").

- Changes to the Michigan Integrated Tax Administration System (MITAS) for 2022 consist of tax yearend enhancements to City Individual, City Corporate, and City Withholding Year End Changes (TP-501) and the MBT, MRE, CIT, SUW, MTO and MMF Year End Changes (DWT-242) to support the 2022 tax year. Specifically, this project converts the 2021 tax year program to the 2022 tax year. This will include any legislatively mandated changes and forms, supporting business processes, and interfaces.
- The scope will also include development, SIT and UAT support for MTO Angular Upgrade from 13.x to a higher version which is released by Google by June 15th, 2022.
- The scope will also include switching the new payment process to "Paymentus" from "Pay connection" in MTO.

Should the Contractor not use all the projected hours identified in Section II (1) or the additional hours required to deliver the defined scope, a jointly signed amendment to this SOW will be pursued.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered,

therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC and MTO.
- ESA changes for 2022 Tax Year.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- Any changes required in SIGMA, STAR, JPMC or DW are responsibility of State.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, "Accenture" includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

DWT-242 Business Tax and TP-501 City Tax: Overall schedule

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	3/1/2022	3/15/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	3/15/2022	7/29/2022
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2022	10/31/2022
4. SYSTEM INTEGRATION TESTING	9/1/2022	11/15/2022
5. USER ACCEPTANCE TESTING	10/21/2022	11/29/2022
6. CUTOVER	11/30/2022	12/08/2022
7. GO LIVE	12/09/2022	12/09/2022

DWT-242 Business Tax and TP-501 City Tax: Gantt chat by Tax area. The Application build is planned in 2 phases to QA:

- Phase 1 of YE-22 changes - DETI, CIT, SUW, MBT, Paymentus and Angular upgrade on 09/02/2022 (as per RMP)
- Phase 2 of YE-22 changes - DETC, DETW – 10/07/2022

Tax Area	Project Dependency	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
DETI - CITY Individual Form first draft - 05/27, Final Draft - 07/01	TP-517 Fix DETI UPE			Forms Design	Requirement ANALYSIS						
						BUILD AND UNIT TEST	SIT and UAT			12/9 Go Live	
DETC - CITY CORPORATE Form first draft - 04/15, Final Draft - 06/03	None			Forms Design	Requirement ANALYSIS						
						BUILD AND UNIT TEST	SIT	UAT		12/9 Go Live	
DETW - CITY Withholding Form first draft - 05/20, Final Draft - 06/17	None			Forms Design	Requirement ANALYSIS						
						BUILD AND UNIT TEST	SIT	UAT		12/9 Go Live	
MBT - Michigan Business tax Form first draft - 04/29, Final Draft - 06/10	DWT-227 (WD conversion)			Forms Design	Requirement ANALYSIS						
						BUILD AND UNIT TEST		SIT		12/9 Go Live	
CIT - Corporate Income Tax Form first draft - 04/01, Final Draft - 06/03	TP-515 CIT HPC			Forms Design	Requirement ANALYSIS						
						BUILD AND UNIT TEST		SIT and UAT		12/9 Go Live	
SUW - Sales, Use and Withholding Form first draft - 04/29, Final Draft - 06/10	FTE (MTO)			Forms Design	Requirement ANALYSIS						
						BUILD AND UNIT TEST		SIT and UAT		12/9 Go Live	
Paymentus Update - JPMC (JPMC finalize by April)	FTE (MTO)		JPMC	ANALYSIS							
					BUILD AND UNIT TEST			SIT and UAT		12/9 Go Live	
Angular Upgrade	FTE (MTO)		ANALYSIS								
					BUILD AND UNIT TEST			SIT and UAT		12/9 Go Live	

- Work Location.
Services against this SOW shall be performed offsite.
- Equipment Resources.
For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are	

The State	Contractor
additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions from March 2022 onwards to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email. Business Provides the final draft as mentioned in Gantt chat, Changes permitted after it via Change Control.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.

- viii. DTMB PMO team will manage this project.
- ix. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xi. The implementation plan for this SOW is developed referencing FY22 Release schedule.
- xii. Any existing issues discovered during analysis or SIT/UAT need to be handled using M&O established channels.
- xiii. Contractor assumes that Year End Project for 2022 (TP-501 and DWT-242) will be scheduled as part of December 2022 release. If the release is scheduled for a different release date, past the December 2022 release date, if required, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- xiv. The solution for this SOW is based on the object changes from 2021 Year End project listed below plus additional scope to implement JPMC Paymentus update and Angular upgrade to next version as released by Google:

Type of Change	Complexity	Volume
Year End update for Text changes in various forms	Simple	86
Business Rule Changes in Tax Forms	Complex	6
Business Rule Changes in Tax Forms	Medium	17
Year End Configuration changes	N/A	24
Utility/Enhancement	Complex	1

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor's fees for this Project will be calculated on a fixed price basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described ("Professional Fees").

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Mar-22	Dec-22	Onshore	\$229	950	\$217,550.00
UI Sr Developer	Business Tax	May-22	Dec-22	ATCi	\$51	960	\$48,960.00
Java Sr Developer	Business Tax	May-22	Dec-22	ATCi	\$51	250	\$12,750.00
ABAP Sr Developer/BRF+	Business Tax	May-22	Dec-22	ATCi	\$53	960	\$50,880.00
ABAP Sr Developer/BRF+	Business Tax	Jun-22	Dec-22	ATCi	\$53	520	\$27,560.00
SAP Sr Business Analyst	City Tax	Mar-22	Dec-22	Onshore	\$229	305	\$69,845.00
ABAP Sr Developer/BRF+	Business Tax	Jun-22	Sep-22	ATCi	\$53	540	\$28,620.00
ABAP Sr Developer/BRF+	City Tax	May-22	Dec-22	ATCi	\$53	620	\$32,860.00
SAP Sr Business Analyst	Business Tax	Apr-22	Dec-22	ATCi	\$49	1100	\$53,900.00
	Business Tax					5,280	\$440,220.00
	City Tax					925	\$102,705.00
	Total					6,205	\$542,925.00

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State's time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.

2. Payment Structure.

Contractor will generate invoices, based on expected billable hours each month.

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW

SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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 **23**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE	STATE	Program Manager	David Mefford	TREA
	1001 Woodward Ave, Floor 4		(517) 636-5546		
	Detroit, MI 48226		MeffordD@michigan.gov		
	Kathleen Cawley		Contract Administrator	Jennifer May	DTMB
	(859) 248-1187		(517) 242-6664		
	kathleen.cawley@accenture.com		mayj7@michigan.gov		
CV0062320					

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$23,447,494.00	\$0.00	\$23,447,494.00		

DESCRIPTION

Effective 2/1/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work.

- Amendment #2 ("AMD") to Contract Change Notice #11 dated March 01, 2021.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karru	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 2
to
CONTRACT CHANGE NOTICE #11

For
STATEMENT OF WORK 002-2021
For
Year End Project for FY21 (TP-491 and DWT-213)

This Amendment #2 ("AMD") to Contract Change Notice #11 dated March 01, 2021, (mutual signature date) reflects changes to Statement of Work 002-2021 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 002-2021 identified herein as follows:

AMD #:	002
ACN Project Manager:	Naren Turimella
Statement of Work Name:	Year End Project for FY21 (TP-491 and DWT-213)

Describe the Change(s): This Change Request is to: Move 251 onshore hours from Business Tax portion of the SOW to work on Maintenance & Operations Support (M&O) and for supporting DW Payment Rewrite enhancement.

1. SOW Section 2, Services Scope ("Services"), is updated as follows:
 - Changes to the Michigan Integrated Tax Administration System (MIITAS) for 2021 consist of tax yearend enhancements to City Individual, City Corporate, and City Withholding Year End Changes (TP-491) and the MBT, MRE, CIT, SUW, MTO, ESA and MMF Year End Changes (DWT-213) for FY21 to support the 2021 tax year. Specifically, this project converts the 2020 tax year program to the 2021 tax year. This will include any legislatively mandated changes and forms, supporting business processes, and interfaces.
 - The scope will include Maintenance & Operations Support (M&O) incidents listed below.
 1. 8000001755 - Dup form version - Custom update for DETC and DETW
 2. 8000001756 - Dup form version - Custom Update for CIT
 3. 8000001972 - Final assessment "mail to" address wrong
 4. 8000001951 - 5395 Org Notice date is missing
 5. 8000001936 - REG Letter Fix
 - The scope will include SIT & UAT support for DW Payments Rewrite and deployment support.
2. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:
 - A. The following table is deleted in its entirety:

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Apr-21	Jan-22	Onshore	\$229	1,045	\$239,305.00
SAP Sr Business Analyst	Business Tax - ESA	Jan-22	Apr-22	Onshore	\$229	98	\$22,442.00
UI Sr Developer	Business Tax	Jul-21	Dec-21	ATCi	\$51	1,080	\$55,080.00
UI Sr Developer	Business Tax - ESA	Jan-22	Apr-22	ATCi	\$51	270	\$13,770.00
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Dec-21	ATCi	\$53	750	\$39,750.00
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Jan-22	ATCi	\$53	540	\$28,620.00
SAP Sr Business Analyst	City Tax	Apr-21	Jan-22	Onshore	\$229	305	\$69,845.00
ABAP Sr Developer/BRF+	Business Tax	Jul-21	Dec-21	ATCi	\$53	1170*	\$62,010.00
ABAP Sr Developer/BRF+	Business Tax - ESA	Jan-22	Apr-22	ATCi	\$53	266	\$14,098.00
ABAP Sr Developer/BRF+	City Tax	May-21	Dec-21	ATCi	\$53	510	\$27,030.00
	Business Tax					4,585	\$424,765.00
	City Tax					815	\$96,875.00
	Business Tax (ESA)					634	\$50,310.00
	Total					6,034	\$571,950.00

The following table is added to this section:

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Apr-21	Jan-22	Onshore	\$229	794*	\$181,826.00
SAP Sr Business Analyst	Business Tax - ESA	Nov-21	Apr-22	Onshore	\$229	98	\$22,442.00
UI Sr Developer	Business Tax	Jul-21	Dec-21	ATCi	\$51	1,251*	\$63,801.00
UI Sr Developer	Business Tax - ESA	Dec-21	Apr-22	ATCi	\$51	270	\$13,770.00

UI Sr Developer	M&O	Dec-21	Apr-22	ATCi	\$51	187*	\$9,537.00
ABAP Sr Developer/BRF+	M&O	Dec-21	Apr-22	ATCi	\$53	180*	\$9,540.00
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Dec-21	ATCi	\$53	750	\$39,750.00
ABAP Sr Developer/BRF+	DW Payment Rewrite	Dec-21	Apr-22	ATCi	\$53	320*	\$16,960.00
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Jan-22	ATCi	\$53	540	\$28,620.00
SAP Sr Business Analyst	City Tax	Apr-21	Jan-22	Onshore	\$229	305	\$69,845.00
ABAP Sr Developer/BRF+	Business Tax	Jul-21	Dec-21	ATCi	\$53	1410*	\$74,730.00
ABAP Sr Developer/BRF+	Business Tax - ESA	Jan-22	Apr-22	ATCi	\$53	266	\$14,098.00
ABAP Sr Developer/BRF+	City Tax	May-21	Dec-21	ATCi	\$53	510	\$27,030.00
	Business Tax					4,745*	\$388,727.00
	City Tax					815	\$96,875.00
	DW Payment Rewrite					320*	\$16,960.00
	M&O					367*	\$19,077.00
	Business Tax (ESA)					634	\$50,310.00
	Total					6,881*	\$571,949.00

* The hours have been added/updated from previous version

Change Notice Schedule Impact (from/to): None

Fee Impact: This is a zero-dollar change request. Includes staffing changes to move 251 onshore hours from Business Tax portion of the SOW to Offshore to work on Business Tax SIT and UAT Support (411 hours) Maintenance & Operations Support (M&O – 367 hours) and for supporting DW Payment Rewrite enhancement (320 hours) with no net change in fees.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 **22**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE	STATE	Program Manager	David Mefford	TREA
	1001 Woodward Ave, Floor 4		(517) 636-5546		
	Detroit, MI 48226		MeffordD@michigan.gov		
	Kathleen Cawley		Contract Administrator	Jennifer May	DTMB
	(859) 248-1187		(517) 242-6664		
	kathleen.cawley@accenture.com		mayj7@michigan.gov		
CV0062320					

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$23,447,494.00	\$0.00	\$23,447,494.00		

DESCRIPTION

Effective 1/28/2022, the following amendment is hereby incorporated into this contract per the attached document.

- Updating Pub 1075 Exhibit 7 language.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karru	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and

obligated to the agency under this contract.

(12) For purposes of this contract, the term “contractor” includes any officer or employee of the contractor with access to or who uses FTI, and the term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency’s files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 ([see Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training on the agency’s security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.



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 **19000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Jennifer May	DTMB
(517) 242-6664			
mayj7@michigan.gov			

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS <input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		EXTENDED PURCHASING <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$23,273,634.00	\$173,860.00	\$23,447,494.00		

DESCRIPTION

Effective 1/21/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. The total cost for this amendment is \$173,860.00.

- Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the TP-517 Fix DETI UPE Calc and functionality.

Ad Board approval for this funding was received on 9/12/2019.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karu	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 007-2021

For

TP-517 Fix DETI UPE Calc and functionality

This Statement of Work 008-2021, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about February 1st, 2022 ("Effective Date") and shall be completed on or about December 31st, 2022, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the TP-517 Fix DETI UPE Calc and functionality.

The scope includes to update/implement business rules to calculate UPE (Underpayment of estimates income tax) correctly for Detroit city individual (DETI) income tax starting from a new functional design to deploy.

- (1) Includes correct UPE calculation on tax form 5338 (City Underpayment of estimated Income Tax) and carrying over to lead form (5118, 5119 and 5120 form)
- (2) Address the UPE calculation requirements identified in ITSM tickets:
 - 8000000240 - UPE corrections not feeding to STAR
 - 8000000645 - City Individual UPE - 4th Quarter
 - 8000000842 - UPE
 - 8000001675 – UPE calculation change

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.



5. Out of Scope.

- No data conversion or cleanup program planned as part of this SOW except the scope mentioned above.
- No new letters is in scope.
- No new Tax form(s) is in scope except updating the UPE calculation on form 5338 as mentioned above.
- UPE calculation for DETC and CIT is not included in this scope.
- The account posting for UPE. It is assumed that Account posting, and reporting remains As-is except the business rules for calculation.
- Application Development work other than SAP ECC and MTO.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, "Accenture" includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary



Deliverables	Description	Responsibility	
		State	Accenture
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

TP-517 Fix DETI UPE Calc and functionality:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	2/1/2022	2/28/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	3/1/2022	6/28/2022
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2022	8/31/2022
4. SYSTEM INTEGRATION TESTING	9/1/2022	11/08/2022
5. USER ACCEPTANCE TESTING	11/2/2022	11/29/2022
6. CUTOVER	11/30/2022	12/08/2022
7. GO LIVE	12/09/2022	12/09/2022



8. Work Location.

Services against this SOW shall be performed offsite.

9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	



The State	Contractor
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	
Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.	
The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss	



The State	Contractor
and amend this SOW with the additional agreed security or privacy protocols.	
The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.	

11. **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. **Project Assumptions.**

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.



- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that TP-517 Fix DETI UPE Calc and functionality will be scheduled as part of December 2022 release. If the release is scheduled for a different release date, past the December 2022 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY22 Release schedule.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor's fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described ("Professional Fees").



Description	Estimated Duration	Planned Resource Location*	Price
TP-517 Fix DETI UPE Calc and functionality	February 2022 – December 2022	Offshore – 1 Onshore – 1	\$173,860.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. **Payment Structure.**

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

TP-517 Fix DETI UPE Calc and functionality:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-517 Fix DETI UPE Calc and functionality - PROJECT INITIATION	3/1/2022	\$8,693.00
TP-517 Fix DETI UPE Calc and functionality - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$52,158.00
TP-517 Fix DETI UPE Calc and functionality - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$60,851.00
TP-517 Fix DETI UPE Calc and functionality - SYSTEM INTEGRATION TESTING – Sep 2022	10/1/2022	\$15,000.00
TP-517 Fix DETI UPE Calc and functionality - SYSTEM INTEGRATION TESTING – Oct 2022	11/1/2022	\$15,000.00
TP-517 Fix DETI UPE Calc and functionality - SYSTEM INTEGRATION TESTING – Nov 2022	12/1/2022	\$13,465.00
TP-517 Fix DETI UPE Calc and functionality - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$8,693.00
	Total	\$173,860.00



3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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 **20**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$22,843,634.00	\$430,000.00	\$23,273,634.00		

DESCRIPTION

Effective 1/21/2022, the following amendment is hereby incorporated into this contract per the attached Statement of Work. The total cost for this amendment is \$430,000.00.

- Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the TP-515 CIT Historic Preservation Credit.

Ad Board approval for this funding was received on 9/12/2019.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karu	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 009-2021

For

TP-515 CIT Historic Preservation Credit

This Statement of Work 009-2021, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about January 3rd, 2022 ("Effective Date") and shall be completed on or about December 31st, 2022, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the TP-515 CIT Historic Preservation Credit.

The scope includes the following:

Returns Processing:

- Design of new form for HPC that Taxpayer can use to claim Historical Prevention credit. The same form can be used for Amendment filings as well. The form to be designed like 3581 (HPC for MBT)
- All CIT Lead forms (4891 and 4892, 4905 and 4906, 4908 and 4909) must be updated to have a new field for HPC that Taxpayer can use it to claim, including Amended, calculated, corrected, and audited fields in SAP.
- BRF+ rules must be updated for form bundle type ‘CIT’ to perform,
 - Validate and process and new HPC form, transfer the calculation values to the corresponding lead form(s).
 - New suspense rules and to stop Tax return for manual review if HPC is claimed.
 - Posting rules to consider the HPC as a non-refundable credit that can be applied to pay any debt (consume this first if available), any overpayment can be Carry forward to the next available open period following the carry forward rules. Below is an example of how the posting would appear.



Accounting:

- Design of new form for HPC that Taxpayer can use to claim Historical Prevention credit. The same form can be used for Amendment filings as well. The form to be designed like 3581 (HPC for MBT)
- New G/L to be configured.
- Billing and invoicing posting areas, Account receivables and payables posting areas to be configured.
- P&I Reclassification to be adjusted – Exclude this credit.

Data Warehouse:

- The interface to be adjusted to include the new field and new form data.

SAP BI/BW:

- Adjust BI/BW load and report to consider new field and new form being added.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.

5. Out of Scope.

- Application Development work other than SAP ECC and BI/BW.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.
- Any changes required in SIGMA, STAR, JPMC or DW are responsibility of State.



6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation and Resource onboarding	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

TP-515 CIT Historic Preservation Credit:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	1/3/2022	1/31/2022
2. ANALYSIS AND FUNCTIONAL DESIGN	2/1/2022	6/28/2022
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2022	8/31/2022
4. SYSTEM INTEGRATION TESTING	9/1/2022	11/08/2022
5. USER ACCEPTANCE TESTING	11/2/2022	11/29/2022
6. CUTOVER	11/30/2022	12/08/2022
7. GO LIVE	12/09/2022	12/09/2022

8. Work Location.

Services against this SOW shall be performed offsite.

9. Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.



10. Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that	



The State	Contractor
<p>may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the



fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. Business liaisons are available during the design sessions to provide business requirements timely. Business review and approval of functional specification updates will be facilitated via email.
- vi. There will be no hardware or software acquisitions for, or because of this project.
- vii. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii. DTMB PMO team will manage this project.
- ix. Contractor assumes that TP-515 CIT Historic Preservation Credit will be scheduled as part of December 2022 release. If the release is scheduled for a different release date, past the December 2022 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- x. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.



- xi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xii. The implementation plan for this SOW is developed referencing FY22 Release schedule.
- xiii. Any existing issues discovered during analysis or SIT/UAT need to be handled using M&O established channels.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis to address the scope mentioned, which will be in effect during the services hereunder described (“Professional Fees”). The below fees are based upon the detailed effort analysis and corresponding costs for each RICEFWT objects that will be modified or created to update the current MIITAS system to include processing for TP-515 CIT Historic Preservation Credit, see Appendix for the complete list.

Description	Estimated Duration	Planned Resource Location*	Price
TP-515 CIT Historic Preservation Credit	January 2022 – December 2022	Offshore – 3 Onshore – 1	\$430,000.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

2. Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.



TP-515 CIT Historic Preservation Credit:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-515 CIT Historic Preservation Credit - PROJECT INITIATION	2/1/2022	\$21,500.00
TP-515 CIT Historic Preservation Credit - ANALYSIS AND FUNCTIONAL DESIGN	7/1/2022	\$129,000.00
TP-515 CIT Historic Preservation Credit - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	9/1/2022	\$150,500.00
TP-515 CIT Historic Preservation Credit - SYSTEM INTEGRATION TESTING – Sep 2022	10/1/2022	\$37,500.00
TP-515 CIT Historic Preservation Credit - SYSTEM INTEGRATION TESTING – Oct 2022	11/1/2022	\$35,000.00
TP-515 CIT Historic Preservation Credit - SYSTEM INTEGRATION TESTING – Nov 2022	12/1/2022	\$35,000.00
TP-515 CIT Historic Preservation Credit - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$21,500.00
	Total	\$430,000.00

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix.

A. Glossary of Terms

a. RICEFWT

- i. R – Reports
- ii. I – Interfaces
- iii. C – Conversion
- iv. E – Extensions
- v. F – Forms / notices
- vi. W – Workflows
- vii. T – Tax forms and BRF+ objects

B. RICEFWT Inventory

Based on preliminary analysis for TP-515 CIT Historic Preservation Credit, Accenture team has collected and prepared the following RICEFWT inventories that is applicable for a potential change to successfully implement TP-515 scope. Accenture understands that there may be some RICEFWT items that does not need any change, however, recommends updating those design and perform string test prior to be ready for SIT and UAT to avoid any late changes that impact the project go-live. These are included already in the estimates.

RICEFWT List:

Program Type	Total Count
00 - Configuration	1
01 - Reports	2
02 - Interface	4
03 - Conversion	0
04 - Enhancement	0
05 - Forms	9
06 - Workflow	1
07 - Tax form and BRF+	5
08 - BW Reports	1
Total	23



SL#	Process Area	Program Type	Description	New/Modify
1	03 - Taxpayer & Revenue Accounting	00 - Configuration	Main & Sub, posting areas, G/Ls and Clearing variants	New
2	03 - Taxpayer & Revenue Accounting	01 - Reports	TI11 R19 MIITAS RPT - ZPIRECLASS P I GL Reclassification	Modify
3	02 - Returns processing	02 - Interface	T106 244 INT7A - Load Tax Returns (Paper, Electronic)	Modify
4	02 - Returns processing	02 - Interface	242 MBT MIITAS RP TCB - Audit Upload to consider new fields	Modify
5	02 - Returns processing	02 - Interface	INT 12 - SAP to DW for returns	Modify
6	02 - Returns processing	02 - Interface	INT 13 – Siebel interface to SAP	Modify
7	02 - Returns processing	05 - Forms	Z_FORM_4891* - Fillable form update	Modify
8	02 - Returns processing	05 - Forms	Z_FORM_4892* - Fillable form update	Modify
9	02 - Returns processing	05 - Forms	Z_FORM_4905* - Fillable form update	Modify
10	02 - Returns processing	05 - Forms	Z_FORM_4906* - Fillable form update	Modify
11	02 - Returns processing	05 - Forms	Z_FORM_4908* - Fillable form update	Modify
12	02 - Returns processing	05 - Forms	Z_FORM_4909* - Fillable form update	Modify
13	02 - Returns processing	05 - Forms	Z_FORM_HPC* - Fillable form for HPC	New
14	02 - Returns processing	05 - Forms	Notice of Additional Tax due – 4952/4953 (consider new credit)	Modify
15	02 - Returns processing	05 - Forms	Notice of Refund Adjustment - 4955	Modify
16	02 - Returns processing	07 - Tax form	TI06 F59 CIT RP FRM 4891 and TI06 F60 CIT RP FRM 4892 Lead form (Form + WD + BRF Plus change)	Modify
17	02 - Returns processing	07 - Tax form	TI06-F70-CIT-FRM4905 and TI06 F71 CIT RP FRM 4906 (Form + WD + BRF Plus change)	Modify
18	02 - Returns processing	07 - Tax form	TI06 F72 CIT FRM 4908 and TI06 F73 CIT RP FRM 4909 (Form + WD + BRF Plus change)	Modify
19	02 - Returns processing	07 - Tax form	New sub form for Historcal Preservation credit (Form + WD + BRF Plus)	New
20	02- Returns processing	07 - Tax form	TI06 F58 CIT - BRF+ and Posting rules for CIT	Modify
21	05 - Cross / Custom	08 - BW Reports	TI06 R74 BI - BI Taxpayer Return Data Report	Modify



SL#	Process Area	Program Type	Description	New/Modify
22	05 - Cross / Custom	06 - Workflow	Credit Entry Screen with workflow capability and Revocation process (Reverse certificate and set Returns to Rebill), controlled by Authorization	New
23	05 - Cross / Custom	01 - Reports	Track HPC credit, usage and consumption by Year	New

C. Initial Requirements

Public Act 343, effective for tax years beginning in 2021, reinstated the historic preservation credit for IIT taxpayers by adding section 266a, and created a new credit for CIT taxpayers by adding section 676. See Tax Policy Division’s PA Update on The Vault for more information. The following frequently asked questions (FAQs) are offered in anticipation of requests for guidance during the development of forms and IT systems. They are intended only as internal guidance about how credits must be administered under the statute and are not specific recommendations about the extent to which the forms and systems should accommodate the various situations addressed in the questions.

1. The historic preservation tax credit is available for which taxes?

PA 343 reinstated the historic preservation tax credit only for taxpayers subject to tax under Part 1 (i.e., individuals and fiduciaries) and taxpayers subject to tax under Part 2 (i.e., corporations, financial institutions, and insurance companies). The credit was not reinstated under the Michigan Business Tax Act.

2. Is this credit refundable?

No. The credit is nonrefundable and subject to a credit carryforward of up to 10 years.

3. In the credit that existed prior to 2012, taxpayers could elect to treat the credit as refundable and receive 90% of the outstanding credit (often called an “accelerated credit” and claimed on Form 4889). Is that same option available under PA 343?

No, there is no longer an option to treat the credit as refundable in any circumstance.



4. When must a credit be claimed?

For a qualified taxpayer who does not assign any of its credit, that taxpayer may claim the credit within 5 years of the issuance of the certificate of completion. Special rules may apply in cases where the credit is assigned (see question no. 9).

5. Who is eligible to claim a credit?

Any "qualified taxpayer" may claim a credit. A qualified taxpayer refers to a person that is an assignee or that either owns the resource to be rehabilitated or has a long-term lease agreement with the owner of the historic resource and that has qualified expenditures that meet a certain threshold. A qualified taxpayer may generally include individuals, corporations, financial institutions, and insurance companies. In addition, a credit authorized or assigned to a partnership, limited liability company, or subchapter S corporation may be claimed against the partner's, member's, or shareholder's liability under the IIT or CIT, and that person's eligible expenditures will be stated on the certificate.

6. How will Treasury know who is a "qualified taxpayer" eligible to receive the credit?

All taxpayers with a project eligible to receive the credit will be certified by the State Historic Preservation Office (SHPO) and must present that certification with their return to receive the credit. When the qualified taxpayer (or its assignee) claims the credit on the Michigan return, that taxpayer is required by statute to include with the return a copy of the certificate of completed rehabilitation. The certificate of completed rehabilitation is issued by SHPO only after the taxpayer completes the project and after SHPO has verified that the taxpayer has completed the rehabilitation project. Additionally, if the claimant is an assignee, then the claimant must submit a completed assignment form with the return, a form which is also issued by SHPO.

7. How should a credit claimed by an insurance company be applied against their tax?

Under MCL 206.676, the credit may be claimed against *the tax imposed by Part 2* of the Income Tax Act; therefore, it is available to standard taxpayers, financial institutions, and insurance companies. For insurance companies, the credit is available against the premiums tax but is not allowed against the retaliatory tax. Likewise, any recapture must be applied only against the premiums tax.

8. Is the credit assignable? Should Treasury provide an assignment form?

Yes, the credit is assignable. No, Treasury should not provide an assignment form; SHPO provides the assignment form because they review and approve assignments and reassignments and issue completed assignment or reassignment certificates to the assignee or reassignee. An assignee or reassignee must attach the certificate to its annual IIT or CIT return for the tax year in which the assignment or reassignment was made.



9. How do assignments work?

If a credit is assigned, assignment or reassignment must be completed in the same tax year in which the certificate of completion is issued. An assignee or subsequent reassignee must claim its credit in the same tax year in which the assignment is completed. In addition, if the assignor keeps part of the credit (does not assign the entire credit), the assignor must claim its credit in the year in which the certificate of completion is issued (an assignor does not have five years to claim its credit like other qualified taxpayers normally do).

10. Can the credit be revoked? If so, what are the tax consequences of the revocation?

Yes, the preapproval of the project or the certificate of completed rehabilitation can be revoked in some unique circumstances. If revocation is deemed by SHPO to be appropriate, then the taxpayer must add to their tax liability in the year of revocation a certain percentage of the tax credit previously claimed (i.e., recapture). The percentage used to compute the recapture of the credit is based on the length of time between the issuance of the certificate of completed rehabilitation and the revocation of such certificate. For example, if the revocation is issued less than one year after the certificate of rehabilitation was issued, 100% of any credit taken must be added to the tax liability for the return due in that year.

11. What are Treasury's specific obligations regarding the revocation of the certificate?

Treasury's obligations are extremely limited. SHPO is solely responsible for determining whether a revocation of the project is appropriate under the circumstances. If SHPO determines that such an action is warranted, it is required by law to notify Treasury of the eventual revocation of the certificate. In such a case, Treasury's only obligation is to collect the amount of tax "recaptured" from the qualified taxpayer who received the certificate with the corresponding tax return.

12. How does a revocation of a certificate impact an assignee?

The assignee does not have to recapture any tax credits previously claimed; the qualified taxpayer that received the certificate is responsible for all the recaptures.

13. Are there any special rules that Treasury should be aware of regarding the computation of tax required to be recaptured in the case of a revocation?

Yes. To the extent a qualified taxpayer has an unused credit carryforward at the time of the revocation, that unused carryforward amount may be used to offset the tax required to be recaptured by the qualified taxpayer.

14. When is the earliest an IIT credit might be claimed?



According to SHPO, they will promulgate rules before accepting applications for new projects. Generally, that rulemaking process takes roughly a year or more. Once applications are received, SHPO has up to 120 days to approve or deny them. For projects that are approved, construction will have to be completed before the qualified taxpayer can apply for a certificate of completion. SHPO then has up to 120 days to issue a certificate of completion. Considering this timeline, the first IIT credit will not be claimed until at least calendar year 2022.

15. When is the earliest any CIT credit might be claimed?

The same timeline for issuance of certificates of completion as described in question 15 applies for CIT taxpayers. However, because a fiscal filer with a tax year ending as late as November 30, 2022 uses a 2021 form, it is possible that a credit may be claimed using a 2021 form. While this is technically possible, SHPO advised Treasury that it is unlikely that a corporate filer's rehabilitation plan could be completed prior to November 2022 under the current timeline. In lieu of developing 2021 tax year forms for this remote possibility, the Department may consider the use of alternative processes to accommodate the rare case where a fiscal year corporate taxpayer claims the credit in a tax year that ends prior to November 2022.

16. For the CIT credit, is there anything similar to the "Enhanced credit" or "Special consideration credit" that appears on Form 3581, Part 2? (Also see the end of page 3 instructions for a description of those credits).

No, there is only the "basic" historic credit under the new law.

17. For a UBG, which is the "qualified taxpayer," the member or the group?

A "qualified taxpayer" for purposes of this credit is defined in terms of a UBG member, not an entire UBG; therefore, a certificate will be issued at the member level. A credit is calculated for a member by comparing the member's qualified expenditures to the credit limitations. However, once calculated, the credit is applied against group-wide liability. If the member with a carryforward leaves the UBG, that credit will go with the departing member and the carryforward amount for that specific credit must be determined.

18. If a taxpayer has more than one credit (for example, different members of the same UBG each have a credit or a single filer is assigned a credit in addition to its own credit), do those credits need to be applied and tracked separately?

Yes. Each discrete credit, whether assigned or certificated directly to the taxpayer, must be both applied to tax liability and tracked separately. Each credit has a ten-year carryforward of an unused balance and unless they are first claimed by the taxpayer in the same year, their carryforward periods will expire at different times. Carryforwards should be applied in chronological order (first in, first out). In addition, if a



UBG member with a carryforward leaves the group, that credit will go with the departing member and the carryforward amount for that specific credit must determine.

19. For CIT, if a taxpayer has a certificate of completion issued directly to it in the tax year (a “current year credit”), a credit carryforward, recapture, and an assigned credit, in which order must they be applied against the tax liability?

Recapture must be added to liability first. Then deduct a carryforward, then an assigned credit, and then a current year credit. If a taxpayer has more than one carryforward, they should be used in chronological order (first in, first out).

20. For CIT, does it matter which credit is taken first, the small business alternative credit or the historic preservation credit?

Yes, the SBAC must be taken before the historic preservation credit. Section 671 of the Income Tax Act provides for the SBAC and states, in part, “[t]he credits provided in this section shall be taken before any other credit under this part.” MCL 206.671(1).



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 19
 to
 Contract Number 19000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$22,369,634.00	\$474,000.00	\$22,843,634.00		

DESCRIPTION

Effective 12/28/2021, the following amendment is hereby incorporated into this contract per the attached Statement of Work. The total cost for this amendment is \$474,000.00.

- DWT-227 TP 2021 DTMB Enterprise IE - Adobe forms to ABAP Web Dynpro.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karu	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389

SAP Maintenance & Operations Support

STATEMENT OF WORK 008-2021

For

DWT-227 TP 2021 DTMB Enterprise IE - Adobe forms to ABAP Web Dynpro

This Statement of Work 008-2021, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables.

In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1. Term.

The Services will be performed by Contractor commencing on or about January 4th, 2022 ("Effective Date") and shall be completed on or about December 31st, 2022, unless this SOW is otherwise terminated in accordance with the Agreement.



2. Services Scope (“Services”).

Contractor will plan, build, unit test, support SIT and UAT tests, and deploy the DWT-227 TP 2021 DTMB Enterprise IE - Adobe forms to ABAP Web Dynpro.

Scope includes the following:

- Upgrading/migrating MBT Tax return forms (all versions) from Adobe to ABAP Web Dynpro. This will be a technical migration from Adobe to ABAP Web Dynpro including cosmetic changes as required. There will not be any impact to data.
- Review Form Scenario configuration and adjust only if required to support the new application. Form Scenarios for MBT to be copied over to 110 client to perform ABAP Web Dynpro changes.
- Using the Available Program, Generate ABAP Web Dynpro component for each Scenario Version - such as 2008, 2009, 2010. New custom ABAP Web Dynpro generation program may be necessary.
- Assign the ABAP Web Dynpro component in SPRO configuration.
- Review and update the field Mapping and Bindings.
- Only Generation of Adobe forms into ABAP Web Dynpro and ABAP Web Dynpro alignment / cosmetic changes on Look & Feel are in scope.

3. Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4. Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.



5. Out of Scope.

- Requirements gathering and Business Process Analysis
- BRF conversion is out of scope as BRF will support As-Is
- Data conversion is out of scope assuming existing returns can be viewed with ABAP Web Dynpro
- Test Automation
- Any activities other than SAP ECC changes
- System integration test (SIT) and UAT is responsibility of DTMB. Accenture team will support the SIT and UAT and will be involved in defect fixing

6. Deliverables.

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Responsibilities of Each Party section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
Overall Technical Specification Document (TSD)	Technical specifications documentation	Secondary	Primary
Development/String Testing	Transports to QA environment; System Test Integration entry criteria met	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)



Deliverables	Description	Responsibility	
		State	Accenture
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

7. High Level Milestones.

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

DWT-227 TP 2021 DTMB Enterprise IE - Adobe forms to ABAP Web Dynpro:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	1/4/2022	1/31/2022
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	2/1/2022	8/31/2022
3. SYSTEM INTEGRATION TESTING	9/1/2022	11/08/2022
4. USER ACCEPTANCE TESTING	11/2/2022	11/29/2022
5. CUTOVER	11/30/2022	12/08/2022
6. GO LIVE	12/09/2022	12/09/2022

8. Work Location.

Services against this SOW shall be performed offsite.



9. **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

10. **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third	



The State	Contractor
<p>party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	
<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor's obligations under this SOW where required to do so on the State's premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources' compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	



11. Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions, or other matters arise that would affect Contractor's fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

12. Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i. Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii. No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv. This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v. There will be no hardware or software acquisitions for, or as a result of this project.
- vi. The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- vii. DTMB PMO team will manage the project.
- viii. Requirements gathering is not required.



- ix. Only Generation of Adobe forms into ABAP Web Dynpro and ABAP Web Dynpro alignment / cosmetic changes on Look & Feel in scope.
- x. No Data conversion - Assume existing returns can be viewed with ABAP Web Dynpro.
- xi. No BRF conversion - BRF will support As-Is.
- xii. Form data storage is on XML.
- xiii. Only UNIT Test is in scope.
- xiv. No Design documentation update is applicable and only Unit Test documents will be delivered.
- xv. Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xvi. As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xvii. The implementation plan for this SOW is developed referencing FY22 Release schedule.
- xviii. The invoice will be submitted up on the DTMB TRB approval of the form build as per the deliverable grouping mentioned in the Appendix.

II. Payment Terms and Conditions.

1. Professional Fees.

Contractor’s fees for this Project will be on a fixed fee basis. The below fees are based upon the detailed effort analysis and corresponding costs for each object that will be modified or created for DWT-227 TP 2021 DTMB Enterprise IE project, see Appendix for the complete list.

Description	Estimated Duration	Planned Resource Location*	Price
DWT-227 TP 2021 DTMB Enterprise IE - Adobe forms to ABAP Web Dynpro	January 2022 – December 2022	Offshore –3 Onshore - 1	\$474,000.00

* The number of resources will fluctuate up or down based on the milestones being worked on.



2. **Payment Structure.**

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

DWT-227 TP 2021 DTMB Enterprise IE - Adobe forms to ABAP Web Dynpro:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
DWT-227 TP 2021 DTMB ENTERPRISE IE - PROJECT INITIATION	2/1/2022	\$23,700.00
DWT-227 TP 2021 DTMB ENTERPRISE IE - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – DELIVERABLE GROUP 1 FORMS*	4/1/2022	\$77,025.00
DWT-227 TP 2021 DTMB ENTERPRISE IE - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – DELIVERABLE GROUP 2 FORMS*	6/1/2022	\$77,025.00
DWT-227 TP 2021 DTMB ENTERPRISE IE - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – DELIVERABLE GROUP 3 FORMS*	8/1/2022	\$77,025.00
DWT-227 TP 2021 DTMB ENTERPRISE IE - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – DELIVERABLE GROUP 4 FORMS*	9/1/2022	\$77,025.00
DWT-227 TP 2021 DTMB ENTERPRISE IE - SYSTEM INTEGRATION TESTING – September 2022	10/1/2022	\$39,500.00
DWT-227 TP 2021 DTMB ENTERPRISE IE - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$39,500.00



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
DWT-227 TP 2021 DTMB ENTERPRISE IE - SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING COMPLETION	12/1/2022	\$39,500.00
DWT-227 TP 2021 DTMB ENTERPRISE IE - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2023	\$23,700.00
	Total	\$474,000.00

* Please see Appendix for the list of forms under each Technical Specifications, Build and Unit Test milestone deliverable group 1 through 4.

3. Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix.

1. Objects Inventory.

Based on preliminary analysis, The Contractor has collected and prepared the following inventories that are applicable for a potential change for successful migration.

SL#	MBT Form #	Form Description	Number of Versions	Years of Form	Lead Form?	Form Dependency with Lead forms	Milestone Deliverable Group
1	4567	4567 Annual Return	3	2008, 2009, 2010	Y		Group 1
2	456A(4567)	4567 Annual Return Acct # for Losses	3	2008, 2009, 2010	Y		Group 1
3	456B(4567)	4567 Annual Return Acct # for Income	3	2008, 2009, 2010	Y		Group 1
4	4588	4588 Insurance & Retaliatory Annual	3	2008, 2009, 2010	Y		Group 1
5	4590	4590 Financial Annual	3	2008, 2009, 2010	Y		Group 1
6	3614	3614 Historic Assignment Part 1 & 2	3	2008, 2009, 2010	Y		Group 1



SL#	MBT Form #	Form Description	Number of Versions	Years of Form	Lead Form?	Form Dependency with Lead forms	Milestone Deliverable Group
7	4571	4571 Small Business Common Credits	3	2008, 2009, 2010		4567	Group 1
8	4572	4572 Charitable Contribution Credits	3	2008, 2009, 2010		4567	Group 1
9	4575	4575 Loss Adjustment Worksheet	3	2008, 2009, 2010		4567	Group 1
10	4577	4577 Shareholders & Officers Part 3	3	2008, 2009, 2010		4567	Group 1
11	457A(4577)	4577 Shareholders & Officers Part 1 & 2	3	2008, 2009, 2010		4567	Group 1
12	4578	4578 Schedule of Partners lines 2 & 3	3	2008, 2009, 2010		4567	Group 1
13	457B(4578)	4578 Schedule of Partners line 1	3	2008, 2009, 2010		4567	Group 1
14	4579	4579 Qual Afford Housing Seller deduct	3	2008, 2009, 2010		4567	Group 2
15	4580	4580 UBG Summary for Combined Return	3	2008, 2009, 2010		4567	Group 2



SL#	MBT Form #	Form Description	Number of Versions	Years of Form	Lead Form?	Form Dependency with Lead forms	Milestone Deliverable Group
16	458A (4580)	4580 UBG Member Data	3	2008, 2009, 2010		4567	Group 2
17	458B (4580)	4580 UBG Members	3	2008, 2009, 2010		4567	Group 2
18	458C (4580)	4580 UBG Affiliates Excluded	3	2008, 2009, 2010		4567	Group 2
19	458D (4580)	4580 UBG Affiliates Previously Included	3	2008, 2009, 2010		4567	Group 2
20	4585	4585 SBT ITC Recapture line 7	3	2008, 2009, 2010		4567	Group 2
21	458E(4585)	4585 SBT ITC Recapture line 1	3	2008, 2009, 2010		4567	Group 2
22	458F(4585)	4585 SBT ITC Recapture line 2	3	2008, 2009, 2010		4567	Group 2
23	458G(4585)	4585 SBT ITC Recapture line 3	3	2008, 2009, 2010		4567	Group 2
24	458H(4585)	4585 SBT ITC Recapture line 4	3	2008, 2009, 2010		4567	Group 2



SL#	MBT Form #	Form Description	Number of Versions	Years of Form	Lead Form?	Form Dependency with Lead forms	Milestone Deliverable Group
25	458I(4585)	4585 SBT ITC Recapture line 5	3	2008, 2009, 2010		4567	Group 2
26	458J(4585)	4585 SBT ITC Recapture line 6	3	2008, 2009, 2010		4567	Group 2
27	4586	4586 Bus Act PL 86-272	3	2008, 2009, 2010		4567	Group 2
28	4594	4594 Farmland Credit	3	2008, 2009, 2010		4567	Group 2
29	459B(4594)	4594 Farmland Credit lines 19A -19F	3	2008, 2009, 2010		4567	Group 2
30	3581	f3581 Historic Preservation Tax Credit	3	2008, 2009, 2010		4567, 4588, 4590	Group 3
31	4569	4569 SBT Credit Carryforwards	3	2008, 2009, 2010		4567, 4588, 4590	Group 3
32	4582	4582 UPE lines 1, 2, 26, 37 & 38	3	2008, 2009, 2010		4567, 4588, 4590	Group 3
33	458K (4582)	4582 UPE Part 4 Annualization	3	2008, 2009, 2010		4567, 4588, 4590	Group 3



SL#	MBT Form #	Form Description	Number of Versions	Years of Form	Lead Form?	Form Dependency with Lead forms	Milestone Deliverable Group
34	458M (4582)	4582 UPE lines 3-25 & 27-36	3	2008, 2009, 2010		4567, 4588, 4590	Group 3
35	4584	4584 Election of Ref or CF of Credits	3	2008, 2009, 2010		4567, 4588, 4590	Group 3
36	4587	4587 Recapture Certain Credits	3	2008, 2009, 2010		4567, 4588, 4590	Group 3
37	458N(4587)	4587 Film Infrastructure Credit Line 8a	3	2008, 2009, 2010		4567, 4588, 4590	Group 3
38	4595	4595 Renaissance Zone Credit	3	2008, 2009, 2010		4567, 4588, 4590	Group 3
39	4596	4596 Insurance Misc Credits	3	2008, 2009, 2010		4588	Group 3
40	4752	4752 MBT UBG Combined Filing- FI Instute	2	2009, 2010		4590	Group 3
41	457A(4752)	4752 Member Data for combined return	3	2008, 2009, 2010		4590	Group 3
42	457B(4752)	4752 Unitary Business Group Members	3	2008, 2009, 2010		4590	Group 3



SL#	MBT Form #	Form Description	Number of Versions	Years of Form	Lead Form?	Form Dependency with Lead forms	Milestone Deliverable Group
43	457C(4752)	4752 Affiliates Excluded from this rtn	3	2008, 2009, 2010		4590	Group 3
44	457D(4752)	4752 Affiliates included in prior return	3	2008, 2009, 2010		4590	Group 3
45	4946	4946 Sch of CIT Liability for MBT filer	1	2012		4567	Group 3
46	496A	4966 sub form FTW detail data	1	2012		4567, 4588, 4590	Group 3
47	4974	4974 Sch of CIT for MBT Insurance Filer	1	2012		4588	Group 3
48	4975	4975 MBT Corporate Income Tax Liability	1	2012		4590	Group 3
49	4568	4568 Nonrefundable Credit Summary	3	2008, 2009, 2010		4567, 4590	Group 4
50	4570	4570 Comp & ITC Cr Combined info	3	2008, 2009, 2010		4567, 4590	Group 4
51	457C(4570)	4570 Comp & ITC Cr line 4	3	2008, 2009, 2010		4567, 4590	Group 4
52	457D(4570)	4570 Comp & ITC Cr line 6	3	2008, 2009, 2010		4567, 4590	Group 4



SL#	MBT Form #	Form Description	Number of Versions	Years of Form	Lead Form?	Form Dependency with Lead forms	Milestone Deliverable Group
53	457E(4570)	4570 Comp & ITC Cr line 8	3	2008, 2009, 2010		4567, 4590	Group 4
54	457F(4570)	4570 Comp & ITC Cr line 13	3	2008, 2009, 2010		4567, 4590	Group 4
55	457G(4570)	4570 Comp & ITC Cr line 18	3	2008, 2009, 2010		4567, 4590	Group 4
56	457H(4570)	4570 Comp & ITC Cr line 22	3	2008, 2009, 2010		4567, 4590	Group 4
57	4573	4573 Misc Nonrefundable Credits	3	2008, 2009, 2010		4567, 4590	Group 4
58	4574	4574 Refundable Credits	3	2008, 2009, 2010		4567, 4590	Group 4
59	4947	4947 Schedule of Certified Credits	1	2012		4567, 4590	Group 4
	Total		166				



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 **19000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,094,601.00	\$2,275,033.00	\$22,369,634.00		

DESCRIPTION

Effective 10/27/2021, the following amendment is hereby incorporated into this contract per the attached Statement of Work. The total cost for this amendment is \$2,275,033.00.

- TP-510 (E) Flow Through Entity Tax Phase 1 -3.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Chaitanya Karu	517-285-4455	KarruC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389
SAP Maintenance & Operations Support

STATEMENT OF WORK 006-2021

For

TP-510 (E) Flow Through Entity Tax Phase 1 -3

This Statement of Work 006-2021, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) **Term.**

The Services will be performed by Contractor commencing November 1st, 2021 ("Effective Date") and shall be completed by January 31st, 2023 unless this SOW is otherwise terminated in accordance with the Agreement.

2) **Services Scope ("Services").**

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and deploy the new Flow Through Entity tax.

Scope includes the following:

- Project Initiation which includes Contractor resource onboarding and agreed upon project schedule



- Business process Analysis and BLUEPRINT AND CONFIGURATION Update with Fit/GAP Analysis
- Configuration of required parameters in SAP to process Flow Through Entity Tax
- Functional Analysis & Design including Functional Requirements for each RICEFWT object; Requirements Traceability Matrix
- Technical Design including technical specifications documentation reviewed and approved for each modified RICEFWT object; Updated Requirements Traceability Matrix
- Build and Unit Testing which includes Transports to QA environment; System Test Integration entry criteria met; Updated Requirements Traceability Matrix
- System Integration Test Support including System Test Integration exit criteria met regarding defect correction
- User Acceptance Test Support & Implementation and Delivery including: UAT exit criteria met regarding defect correction
- Deployment plan; Operational Readiness and Monitoring Plan
- Contractor will manage its Application development team

The scope includes the new Flow Throw Entity Tax High-level Requirements below for each phase:

Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
1.0	<p>Registration, Fast File:</p> <p>a) Able to create master data in SAP</p> <p>b) Register through MTO</p> <p>c) Taxpayer able to file return using Fast File option. No returns processing or letters</p>	<ul style="list-style-type: none"> • Registration set up • Web Service Enablement for Registration (MTO to ECC) • Siebel Interface • DW Payment interface • SIGMA – Cash reporting • Update Auto clarification program to post payments to 	<ul style="list-style-type: none"> • Guest Services->Fast File to file the return • Tax Services->FTE registration for Registration. Option provides interface to capture FEIN, 	None



Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
		taxpayer’s account once registered	Name and Address	
2.0	<p><u>Manual Back End Refund process:</u></p> <p>a) Enable accounting set up to issue refund manually (back up refund)</p> <p>b) Enable SIGMA process to send refund data to SIGMA and receive feedback</p>	<ul style="list-style-type: none"> • Back-end refund using the existing process (Transaction ‘FPTCRPO’) • Accounting set up for refund posting and processing • SIGMA interface to send refund data and receive feedback 	None	None
3.0	<p><u>End to End Processing:</u></p> <p>a) Return(s) Enablement in SAP and MTO</p> <p>b) Complete functionality on MTO (payment, return, payment history etc.)</p> <p>c) Taxpayer able to file and pay through MTO and SAP end to end processing enabled</p> <p>d) UPE</p> <p>e) Audit processing Enabled in SAP ECC</p>	<ul style="list-style-type: none"> • Annual tax return with form (Simple) set up, validation and posting • Amendment framework • Workflow and suspense reporting • TBOR – Refund Adjustment and Additional Tax Due • Grace and hold days, channel – MTO • NR and Late P&I like FTW • Refund 	<ul style="list-style-type: none"> • Home Page/Tile • Tax Type Dashboard • Summary Page • File and Pay a Tax Return • Amend and Pay Processed Returns • File Additional Tax Returns • View and print function. • Manage Payments 	<ul style="list-style-type: none"> • Existing BI/BW report integration • No new report



Phase	Outcome	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
	f) Enable Audit payment functionality from MTO	<ul style="list-style-type: none"> • Accounting set up and SIGMA reporting • Revenue distribution – like P&I reclass of FTW • A file-based interface to IIT system • Financial dunning and STAR like SUW • Other interfaces update as applicable • UPE form design, processing rules • Audit interface • Audit framework processing 	<ul style="list-style-type: none"> • Payment History • Shared Secrets Authentication • Letters • UPE form enabled for Taxpayer • UPE form available • Enable for Audit payment 	

3) Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered, therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

4) Termination.

If the State terminates this SOW for Convenience, the State will pay for all Services rendered at the time of the termination, Deliverables accepted, and all reasonable costs, as agreed to by the State.



A. Out of Scope:

1. Out of Scope requirements by Phase:

Phase	Outcome/Assumption	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
YE 2021	<p><u>Enable Payment option using MTO->FAST PAY:</u> Taxpayer able to make payments in MTO using the Guest Services->FAST PAY for both Annual and Quarterly payments. Payments will be posted into clarification queue in SAP until FTE 1.0</p>	<ul style="list-style-type: none"> • Web Service Enablement for Payment (Annual and Estimated) • Payment Interface (4P) • Auto clarification to be modified to exclude 'FTE' payments • New Bank G/L. • Payments will be clarified once FTE phase#1 is complete – Manually or updating Auto clarification program. • No DW 	<ul style="list-style-type: none"> • Guest Services->Fast Pay Enablement for Annual and Quarter payment like CIT 	None
4.0	<ul style="list-style-type: none"> • Not in this Project scope / Estimates. • Additional requirements for future Enhancement, Enablement 	<ul style="list-style-type: none"> • Quarterly voucher • Letter of Inquiry • Payment statement letter • Letter throttle if applicable • 151 integration 	<ul style="list-style-type: none"> • Voucher payment in MTO 	None



Phase	Outcome/Assumption	SAP ECC – Requirements	MTO Requirements	BI/BW Requirements
	through M&O or SOW route / additional funding	<ul style="list-style-type: none"> Additional information letter Extension and Extensions Enablement 		

2. Out of Scope requirements by Business Area:

#	Business Area	Out of scope Requirements
1	Collections	<ul style="list-style-type: none"> Delinquency / non-filers reporting and letter, computed Assessment
2	Tax Return	<ul style="list-style-type: none"> Carry forward, internal Transfers, no other channels except MTO
3	Registration	<ul style="list-style-type: none"> No update to 518, 163

B. Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Project Staffing and Responsibilities section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
BLUEPRINT AND CONFIGURATION update and Configuration	BLUEPRINT AND CONFIGURATION update, prepare the final RICEFWT Inventory, configuration rationale	Secondary	Primary
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary



Deliverables	Description	Responsibility	
		State	Accenture
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



C. High Level Milestones:

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

TP-510 (E) Flow Through Entity Tax - Phase I - Registration, Fast File:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	11/01/2021	11/23/2021
2. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	11/29/2021	12/31/2021
3. ANALYSIS AND FUNCTIONAL DESIGN	11/29/2021	1/30/2022
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	12/13/2021	1/30/2022
5. SYSTEM INTEGRATION TESTING	1/31/2022	2/22/2022
6. USER ACCEPTANCE TESTING	2/23/2022	3/1/2022
7. CUTOVER	3/2/2022	3/8/2022
8. GO LIVE	3/9/2022	3/9/2022

TP-510 (E) Flow Through Entity Tax - Phase II - Manual Refund process (Integrate with existing Back-end refund process):

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	1/4/2022	1/31/2022
2. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	2/7/2022	3/4/2022
3. ANALYSIS AND FUNCTIONAL DESIGN	2/7/2022	3/4/2022
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	3/7/2022	4/15/2022
5. SYSTEM INTEGRATION TESTING	4/18/2022	5/17/2022
6. USER ACCEPTANCE TESTING	5/18/2022	5/24/2022
7. CUTOVER	5/25/2022	6/1/2022
8. GO LIVE	6/2/2022	6/2/2022



TP-510 (E) Flow Through Entity Tax - Phase III - End to End Processing including Audit& UPE processing:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	12/1/2021	12/31/2021
2. HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	1/4/2022	2/28/2022
3. ANALYSIS AND FUNCTIONAL DESIGN	1/4/2022	5/31/2022
4. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	4/1/2022	9/30/2022
5. SYSTEM INTEGRATION TESTING	10/3/2022	12/27/2022
6. USER ACCEPTANCE TESTING	12/9/2022	1/3/2023
7. CUTOVER	1/4/2023	1/5/2023
8. GO LIVE	1/6/2023	1/6/2023

2) Work Location.

Services against this SOW shall be performed offsite.

3) Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

4) Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
<p>The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.</p>	<p>The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.</p>
<p>The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.</p>	<p>Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.</p>
<p>The State will provide Contractor personnel with licenses or access to the software (including 3rd party software) and tools reasonably required to perform the Services.</p>	
<p>The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.</p>	
<p>The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	



<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

5) **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the



resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

6) Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i) Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii) The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals, and any related agreements.
- iii) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv) This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v) Business review and approval of functional specification updates will be facilitated via email.
- vi) There will be no hardware or software acquisitions for, or as a result of this project.
- vii) The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii) Basis team will provide the required environments for this SOW.



- ix) If there are code conflicts between M&O and FTE project, priority will be given to FTE project changes.
- x) Business is available to provide detailed requirements as per planned milestones.
- xi) Interface partners will be engaged and responsive to the Contractor's Development, Testing and Production milestones.
- xii) The State will not make significant changes to the existing interfaces.
- xiii) Contractor will be allowed to subcontract offshore resources. The use of subcontract resources will be only in a staff augmentation role, at the direction of the Contractor. All deliverables will remain within Contractor's scope and responsibility.
- xiv) MTO Functionality to be built, like SUW Function.
- xv) TP-510 Flow Through Entity Tax Functionality is Identical to existing FTW functionality in MIITAS.
- xvi) No Legacy Conversion is required.
- xvii) The Core functionality for FTE tax must follow existing FTW functionality except the Tax return rules.
- xviii) No MiLogin Integration is required.
- xix) Tax Returns will be developed using BRF+, TTF Storage.
- xx) Estimations include,
 - Analysis and requirements gathering
 - Existing BLUEPRINT AND CONFIGURATION update
 - Functional design update and RTM. In a scenario where the functionality supports the process As-Is, we will still update the design to include FTE in the scope to keep the design documents up to date.



- xxi) Contractor will engage some of the existing M&O staff on this Project and those position(s) will be backfilled to avoid any impact to the M&O team's throughput.
- xxii) Contractor assumes that VDI and SAP Access will be provided on immediate basis as soon as resource is onboarded.
- xxiii) Contractor's offshore team (ATCI) requires QA environment and BI/BW ports to be opened to support this SOW.
- xxiv) Contractor pricing assumes ATCI team having access to BI/BW ports by Phase 1.0 go live on March 9th, 2022.
- xxv) ATCI team will be engaged in some of the Analysis and Design phase/sessions.
- xxvi) The solution and pricing are based on ATCI team having access to MTO system and assumes that State will provide VDI system access to Contractor's offshore team (estimated up to 4 VDI) and also assumes that State will provide laptops to Contractor's onshore team (estimated up to 5 laptops).
- xxvii) As per the current configuration Management plan, one landscape is reserved for Emergency release(s) and second landscape is reserved for development that includes Projects, Enhancements and Monthly releases for Production support. This SOW is proposed on same landscape as Production support (ED1/MD1->EQ1/MQ1->ET1->EP1/MP1) leaving one for Emergency releases(s).
- xxviii) The implementation plan for this SOW is developed referencing FY22 Release schedule.
- xxix) Contractor assumes that the new return layout is available by Tax Policy by End of October 2021 to avoid any delay in development.
- xxx) Scope to enable Payment option using MTO->Guest Services->FAST PAY (Annual and Quarter Payments) will be included as part of 21.12.1 Year End release and the effort will be managed/delivered using the existing SAP M&O team's capacity.
- xxxi) External vendors that exchange the data with SAP for this implementation are agreeable and aligned with the proposed milestones.



II. Payment Terms and Conditions

1) Professional Fees.

Contractor’s fees for this Project will be calculated on a Fixed Priced price basis, which will be in effect during the services hereunder described (“Professional Fees”). The below fees are based upon the detailed effort analysis and corresponding costs for each RICEFWT objects that will be modified or created to update the current MIITAS system to include processing for Flow Through Entity Tax, see Appendix for the complete list.

Description	Estimated Duration	Planned Resource Location*	Price
TP-510 (E) Flow Through Entity Tax - Phase I	November 2021 – March 2022	Onshore – 4 Offshore – 3	\$360,900.00
TP-510 (E) Flow Through Entity Tax - Phase II	January 2022 – June 2022	Onshore – 4 Offshore – 2	\$69,220.00
TP-510 (E) Flow Through Entity Tax - Phase III	December 2021 – January 2023	Onshore – 4 Offshore – 9	\$1,844,913.00
		Total Price	\$2,275,033.00

** The number of resources will fluctuate up or down based on the milestones being worked on.*

2) Payment Structure.

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

TP-510 (E) Flow Through Entity Tax - Phase I - Registration, Fast File:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase I - PROJECT INITIATION	12/1/2021	\$18,045.00
TP-510 (E) Flow Through Entity Tax - Phase I - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	1/1/2022	\$36,090.00



Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase I - ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	2/1/2022	\$198,495.00
TP-510 (E) Flow Through Entity Tax - Phase I - SYSTEM INTEGRATION TESTING	3/1/2022	\$90,225.00
TP-510 (E) Flow Through Entity Tax - Phase I - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	4/1/2022	\$18,045.00
Total		\$360,900.00

TP-510 (E) Flow Through Entity Tax - Phase II - Manual Refund process (Integrate with existing Back-end refund process):

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase II - PROJECT INITIATION	2/1/2022	\$3,461.00
TP-510 (E) Flow Through Entity Tax - Phase II - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE , ANALYSIS AND FUNCTIONAL DESIGN	3/7/2022	\$24,227.00
TP-510 (E) Flow Through Entity Tax - Phase II - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	5/1/2022	\$20,766.00
TP-510 (E) Flow Through Entity Tax - Phase II - SYSTEM INTEGRATION TESTING SUPPORT, USER ACCEPTANCE TESTING	6/1/2022	\$17,305.00
TP-510 (E) Flow Through Entity Tax - Phase II - CUTOVER AND GO LIVE	7/1/2022	\$3,461.00
Total		\$69,220.00



TP-510 (E) Flow Through Entity Tax - Phase III - End to End Processing including Audit& UPE processing:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
TP-510 (E) Flow Through Entity Tax - Phase III - PROJECT INITIATION	1/1/2022	\$92,245.65
TP-510 (E) Flow Through Entity Tax - Phase III - HIGH LEVEL BLUEPRINT AND CONFIGURATION UPDATE	3/1/2022	\$184,491.30
TP-510 (E) Flow Through Entity Tax - Phase III - ANALYSIS AND FUNCTIONAL DESIGN	6/1/2022	\$461,228.25
TP-510 (E) Flow Through Entity Tax - Phase III - TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	10/1/2022	\$553,473.90
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – October 2022	11/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – November 2022	12/1/2022	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - SYSTEM INTEGRATION TESTING – December 2022	1/1/2023	\$153,742.75
TP-510 (E) Flow Through Entity Tax - Phase III - USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	2/1/2023	\$92,245.65
	Total	\$1,844,913.00

3) Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix

A. Glossary of Terms

a. RICEFWT

- i. R – Reports
- ii. I – Interfaces
- iii. C – Conversion
- iv. E – Extensions
- v. F – Forms / notices
- vi. W – Workflows
- vii. T – Tax forms and BRF+ objects

B. RICEFWT Inventory

Based on preliminary analysis to enable Flow Through Entity (FTE) tax, Accenture team has collected and prepared the following RICEFWT inventories that is applicable for a potential change to successfully enable and process FTE tax. Accenture understands that there may be some RICEFWT items that does not need any change, however, recommends updating those design and perform string test prior to be ready for SIT and UAT to avoid any late changes that impact the project go-live. These are included already in the estimates.

RICEFWT List:

Program Type	Total Count
00 - Configuration	6
01 - Reports	18
02 - Interface	19
03 - Conversion	0
04 - Enhancement	16
05 - Forms	4
06 - Workflow	3
07 - Tax form and BRF+	5
08 - BW Reports	12
09 - MTO Integration	31
Total	114



SL#	Process Area	Program Type	Description	New/Modify	Phase#
1	01 - Registration	00 - Configuration	Master data, Obligations and FACTs	New	1
2	02 - Returns processing	00 - Configuration	Form, Scenario, Billing & Invoicing - Phase 2	New	3
3	03 - Taxpayer & Revenue Accounting	00 - Configuration	Main & Sub, posting areas, G/Ls	New	2
4	04 - Collections	00 - Configuration	collection steps and dunning configuration	New	3
5	05 - Cross / Custom	00 - Configuration	Custom table configurations, TBORS	New	3
6	02 - Returns processing	01 - Reports	RP RPT 035 – Return Messages Summary	Modify	3
7	02 - Returns processing	01 - Reports	TI11-R60-FS-TAM-RPT-R60 - Audit Report	Modify	3
8	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 039 - Refund Revenue	Modify	3
9	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 024 - Refunds Approved but not Issued	Modify	3
10	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 025 - Refunds Paid Report	Modify	3
11	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 026 - Refunds in Approval Queue	Modify	3
12	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 028 - Year End Receivables Revenue Report	Modify	3



13	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 029 – Pending Debts Report	Modify	3
14	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 019 - P&I GL Reclassification report	Modify	3
15	03 - Taxpayer & Revenue Accounting	01 - Reports	TAM RPT 027 - Refunds Pending Processing	Modify	3
16	03 - Taxpayer & Revenue Accounting	01 - Reports	RAM RPT 253 - Payment Search - Z_RPRPT253	Modify	1
17	03 - Taxpayer & Revenue Accounting	01 - Reports	TI11 R27 MIITAS TAM RPT 043 - Annual CandI Split Report	Modify	3
18	03 - Taxpayer & Revenue Accounting	01 - Reports	TI11 R42 RPT TAM - Missing FTW Annual Returns Report	Modify	3
19	04 - Collections	01 - Reports	TAM RPT 014 – Assessments Filter Report	Modify	3
20	04 - Collections	01 - Reports	TAM RPT 017 – Assessment Pending Feedback Report	Modify	3
21	04 - Collections	01 - Reports	TAM_RPT_013 - Assessment Control Total Report	Modify	3
22	04 - Collections	01 - Reports	ZRP_TI11_R32_Collection_report - snapshot of assessment report - All taxes	Modify	3
23	05 - Cross / Custom	01 - Reports	Browsing History Report	Modify	3
24	01 - Registration	02 - Interface	INT2 - Siebel Interface for Registration Information	Modify	1
25	02 - Returns processing	02 - Interface	INT 12 - Data Extract from SAP to Datawarehouse	Modify	3



26	02 - Returns processing	02 - Interface	INT 12 - Data Extract from SAP to Datawarehouse (payment and Returns data)	Modify	1
27	02 - Returns processing	02 - Interface	INT 12 - Data Extract from SAP to Datawarehouse (payment)	Modify	YE21
28	02 - Returns processing	02 - Interface	Tax Return from TCB for Audit - ZRP_LOAD_TCB_TAX_RETURNS	Modify	3
29	02 - Returns processing	02 - Interface	TC37 T15 030 - Quarterly as filed Data - CITY Individual	Modify	4
30	03 - Taxpayer & Revenue Accounting	02 - Interface	4P - Payments Interface from Bank. Includes Extensions	Modify	YE21
31	03 - Taxpayer & Revenue Accounting	02 - Interface	4P - Payments Interface from Bank. Includes Extensions - Phase 2	Modify	1
32	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 31 SIGMA Warrant Feedback	Modify	2
33	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 32 Payment Reversal and Reclass to SIGMA	Modify	1
34	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 33 Outbound Warrants (Refunds)	Modify	2
35	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 34 Vendor Extract File (inbound)	Modify	2
36	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Back End refund Enablement - FPTCRPO	Modify	2



37	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 36 NOC Feedback (Inbound)	Modify	3
38	03 - Taxpayer & Revenue Accounting	02 - Interface	INT NSF Interface	Modify	1
39	03 - Taxpayer & Revenue Accounting	02 - Interface	INT 28 ORTA Forecasting Extract	Modify	3
40	04 - Collections	02 - Interface	STAR - 16E	Modify	3
41	04 - Collections	02 - Interface	STAR - 16A	Modify	3
42	05 - Cross / Custom	02 - Interface	INT 10 – FileNet Interface	Modify	3
43	05 - Cross / Custom	02 - Interface	INT 13 – SIEBEL Interface	Modify	1
44	02 - Returns processing	04 - Enhancement	Load Program - Form Bundle create and registration, extensions	Modify	3
45	02 - Returns processing	04 - Enhancement	Merge & Unmerge	Modify	3
46	02 - Returns processing	04 - Enhancement	BRF+ Class Enhancements - phase 2	Modify	3
47	02 - Returns processing	04 - Enhancement	BRF+ Class Enhancements - Phase 3	Modify	3
48	02 - Returns processing	04 - Enhancement	Billing & Invoicing - Class Enhancements - Phase 2	Modify	3
49	02 - Returns processing	04 - Enhancement	Billing & Invoicing - Class Enhancements - Phase 3	Modify	3
50	02 - Returns processing	04 - Enhancement	TBOR - Class Enhancements - Phase 2	Modify	3



51	02 - Returns processing	04 - Enhancement	TBOR - Class Enhancements - Phase 3	Modify	3
52	02 - Returns processing	04 - Enhancement	Penalty and Interest calculation - Phase 2	New	3
53	02 - Returns processing	04 - Enhancement	Penalty and Interest calculation - Phase 3	Modify	3
54	02 - Returns processing	04 - Enhancement	UPE calculation	New	3
55	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Clearing Event P590	Modify	3
56	03 - Taxpayer & Revenue Accounting	04 - Enhancement	Revenue distribution - Similar to P&I reclass of MBT/CIT/FTW	Modify	3
57	04 - Collections	04 - Enhancement	BRF+ rules rules for Dunning	Modify	3
58	02 - Returns processing	04 - Enhancement	Events - FQ events	Modify	3
59	02 - Returns processing	05 - Forms	Request for Additional Information	Modify	3
60	02 - Returns processing	05 - Forms	Notice of Refund Adjustment	Modify	3
61	02 - Returns processing	05 - Forms	Notice of Additional Tax Due	Modify	3
62	04 - Collections	05 - Forms	Notice of Delinquency	New	NA
63	05 - Cross / Custom	05 - Forms	Letter of Inquiry	Modify	4
64	05 - Cross / Custom	05 - Forms	Payment Statement Letter	Modify	4
65	03 - Taxpayer & Revenue Accounting	05 - Forms	Acknowledgement of extension letter	New	4
66	05 - Cross / Custom	05 - Forms	Adhoc Letter	Modify	3



67	02 - Returns processing	06 - Workflow	UWL build	New	3
68	02 - Returns processing	06 - Workflow	UWL build	Modify	3
69	03 - Taxpayer & Revenue Accounting	06 - Workflow	Refund Approval	Modify	3
70	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Quarterly return (like 4917)	New	4
71	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+- Annual Return (like 4918) - Phse 2	New	3
72	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - UPE (like 4899)	New	3
73	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Amendment	New	3
74	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+ - Audit	New	3
75	05 - Cross / Custom	08 - BW Reports	R64 BW Return Detail Analysis Report	Modify	3
76	05 - Cross / Custom	08 - BW Reports	BW Credit Forward Report	Modify	3
77	05 - Cross / Custom	08 - BW Reports	BW Return Status Details Report	Modify	3
78	05 - Cross / Custom	08 - BW Reports	R71 BW Initial Status Report	Modify	3
79	05 - Cross / Custom	08 - BW Reports	R70 BW Production Dashboard Report	Modify	3
80	05 - Cross / Custom	08 - BW Reports	R68 BW Exception Report	Modify	3
81	05 - Cross / Custom	08 - BW Reports	R69 BW Backlog Report	Modify	3



82	05 - Cross / Custom	08 - BW Reports	R65 BW Staff Production Detail Report	Modify	3
83	05 - Cross / Custom	08 - BW Reports	R74 BW Tax Payer Return Data Report	Modify	3
84	05 - Cross / Custom	08 - BW Reports	BW Revenue Collected by Tax Year Fiscal Year	Modify	3
85	05 - Cross / Custom	08 - BW Reports	BW Collection by NAICS Report	Modify	3
86	05 - Cross / Custom	08 - BW Reports	BW Audit Discovery Report	Modify	3
87	05 - Cross / Custom	09 - MTO Integration	MTO Design - Home Page/Tile for FTE similar to SUW	New	3
88	05 - Cross / Custom	09 - MTO Integration	MTO Design - Tax Type Dashboard for FTE similar to SUW	New	3
89	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Tax Type Dashboard for FTE similar to SUW	New	3
90	05 - Cross / Custom	09 - MTO Integration	MTO Design - Summary Page for FTE similar to SUW	New	3
91	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Summary Page for FTE similar to SUW	New	3
92	05 - Cross / Custom	09 - MTO Integration	MTO Design - File and Pay a Tax Return Webpage similar to SUW	New	3
93	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - File and Pay Webpage similar to SUW	New	3
94	05 - Cross / Custom	09 - MTO Integration	MTO Design - Amend and Pay Processed Returns Webpage similar to SUW	New	3



95	05 - Cross / Custom	09 - MTO Integration	MTO Design - File Additional Tax Returns Webpage similar to SUW	New	3
96	05 - Cross / Custom	09 - MTO Integration	MTO Design -View and print Webpage similar to SUW	New	3
97	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - View and Print Webpage similar to SUW	New	3
98	05 - Cross / Custom	09 - MTO Integration	MTO Design -Make a Payment including Voucher Webpage similar to SUW	New	3
99	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Make a Payment including Voucher Webpage similar to SUW	New	3
100	05 - Cross / Custom	09 - MTO Integration	MTO Design - Manage Payments Webpage similar to SUW	New	3
101	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Manage Payments Webpage similar to SUW	New	3
102	05 - Cross / Custom	09 - MTO Integration	MTO Design - Payment History Webpage similar to SUW	New	3
103	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Payment History Webpage similar to SUW	New	3



104	05 - Cross / Custom	09 - MTO Integration	MTO Design - Shared Secrets Authentication- Similar to SUW	New	3
105	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Shared Secrets Authentication - Similar to SUW	New	3
106	05 - Cross / Custom	09 - MTO Integration	MTO Design - Letters Webpage similar to SUW	New	3
107	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Letters Webpage similar to SUW	New	3
108	05 - Cross / Custom	09 - MTO Integration	MTO Design - New registration page for FTE	New	1
109	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - New registration page for FTE	New	1
110	05 - Cross / Custom	09 - MTO Integration	MTO Design - Guest Service - Fast Pay	New	YE21
111	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Guest Service - Fast Pay	New	YE21
112	05 - Cross / Custom	09 - MTO Integration	MTO Design - Guest Service Fast File	New	1
113	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Guest Service Fast File	New	1
114	02 - Returns processing	00 - Configuration	Form, Scenario, Billing & Invoicing - Phase 1	New	1
115	02 - Returns processing	07 - Tax form	Tax form Design with WD component and BRF+- Annual Return (like 4918) - Phse 1. Only Shell (return saving)	New	1
116	05 - Cross / Custom	09 - MTO Integration	MTO Design - Audit Payment	New	3



117	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - Audit Payment	New	3
118	05 - Cross / Custom	09 - MTO Integration	MTO Design - UPE form	New	3
119	05 - Cross / Custom	09 - MTO Integration	SAP Webservice - UPE	New	3
120	03 - Taxpayer & Revenue Accounting	02 - Interface	IIT interface - send data to IIT	New	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 **17**
 to
 Contract Number **19000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Jennifer May	DTMB
(517) 242-6664			
mayj7@michigan.gov			

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,094,601.00	\$0.00	\$20,094,601.00		

DESCRIPTION

Effective 8/16/2021, this contract is hereby amended, per the attached Statement of Work, for the MTO Angular project.

- Go Live date is moved from 1/28/2022 to 12/10/2021 to align with December release and Year End enhancements. Order of interim deliverables/invoices changed to prioritize MMF/MRE prior to ESA and Bulk/eFile.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 2
to
CONTRACT CHANGE NOTICE #6

For

STATEMENT OF WORK 004-2020 For MTO Angular Upgrade

This Amendment #2 ("AMD") to Contract Change Notice #6 dated September 10, 2020, (mutual signature date) reflects changes to Statement of Work 004-2020 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of Statement of Work 004-2020 identified herein as follows:

AMD #:	002
ACN Project Manager:	Naren Turimella
Statement of Work Name:	MTO Angular Upgrade

Describe the Change(s): This Change Request is to:

- SOW Section C, "High Level Milestones" is updated as follows:
The following is deleted in its entirety:

MTO Angular Upgrade will go live in January 2022. Code will be ready to start System Integration Testing (SIT) from October 22nd,2021. The high-level planned dates listed below will be managed using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	10/19/2020	10/30/2020
2. ANALYSIS AND FUNCTIONAL DESIGN	11/2/2020	02/12/2021
3. FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	05/19/2021	10/19/2021
4. SYSTEM INTEGRATION TESTING	10/22/2021	12/30/2021
5. USER ACCEPTANCE TESTING	11/11/2021	12/30/2021
6. RETROFIT YEAR END INTO ANGULAR UPGRADE	12/1/2021	12/31/2021
7. SIT REGRESSION TEST	1/3/2022	1/12/2022
8. USER ACCEPTANCE TESTING	1/13/2022	1/20/2022
9. CUTOVER	1/21/2022	1/26/2022
10. GO LIVE	1/27/2022	1/28/2022

The following is added to this section:

MTO Angular Upgrade will go live in December 2021. Code will be ready to start System Integration Testing (SIT) from October 22nd, 2021. The high-level planned dates listed below will be managed using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	10/19/2020	10/30/2020
2. ANALYSIS AND FUNCTIONAL DESIGN	11/2/2020	02/12/2021
3. FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	05/19/2021	10/19/2021
4. SYSTEM INTEGRATION TESTING	10/22/2021	11/30/2021
5. USER ACCEPTANCE TESTING	11/11/2021	12/07/2021
9. CUTOVER	12/08/2021	12/09/2021
10. GO LIVE	12/10/2021	12/10/2021

2. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows:
The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
PROJECT INITIATION	11/1/2020	\$181,026.25 - PD
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – Part 1	2/18/2021	\$181,026.25 - PD
MiLogin FUNCTIONAL DESIGN, PROJECT RESTART AND RAMP UP	6/1/2021	\$40,000.00
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (50% COMPLETION OF Registration & Sales Use and Withholding)	7/1/2021	\$169,639.14
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Registration & Sales Use and Withholding)	8/1/2021	\$209,639.12
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Essential Service Assessment & Bulk/eFile)	9/1/2021	\$209,639.12
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Medical Marihuana Facilities & Marihuana Retailer Excise)	10/1/2021	\$209,639.12

ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Common, Streamlined Sales Tax, EFT W2 Upload & Fast Pay)	11/1/2021	\$78,150.25
SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING – Part 1	12/1/2021	\$78,150.25
YEAR END RETROFIT, SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING – Part 2	1/1/2022	\$78,150.25
CUTOVER AND GO LIVE	2/1/2022	\$53,150.25
	Total	\$1,488,210.00

The following table is added to this section:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
PROJECT INITIATION	11/1/2020	\$181,026.25 - PD
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – Part 1	2/18/2021	\$181,026.25 - PD
MiLogin FUNCTIONAL DESIGN, PROJECT RESTART AND RAMP UP	6/1/2021	\$40,000.00 - PD
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (50% COMPLETION OF Registration & Sales Use and Withholding)	7/1/2021	\$169,639.14
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Registration & Sales Use and Withholding)	8/1/2021	\$209,639.12
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Medical Marihuana Facilities & Marihuana Retailer Excise)	9/1/2021	\$209,639.12
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Essential Service Assessment & Bulk/eFile)	10/1/2021	\$209,639.12
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Common, Streamlined Sales Tax, EFT W2 Upload & Fast Pay)	11/1/2021	\$78,150.25
SYSTEM INTEGRATION TESTING	12/1/2021	\$78,150.25
USER ACCEPTANCE TESTING, CUTOVER AND GO LIVE	1/1/2022	\$131,300.50
	Total	\$1,488,210.00

Change Notice Schedule Impact (from/to): Go Live date is moved from 1/28/2022 to 12/10/2021 to align with December release and Year End enhancements. Order of interim deliverables/invoices changed to prioritize MMF/MRE prior to ESA and Bulk/eFile.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 **19000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,094,601.00	\$0.00	\$20,094,601.00		

DESCRIPTION

Effective 7/9/2021, this contract is hereby amended, per the attached Statement of Work. This is a zero dollar Change Notice. All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #11

For
STATEMENT OF WORK 002-2021
For
Year End Project for FY21 (TP-491 and DWT-213)

This Amendment #1 (“AMD”) to Contract Change Notice #11 dated March 01, 2021, (mutual signature date) reflects changes to Statement of Work 002-2021 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 002-2021 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	Year End Project for FY21 (TP-491 and DWT-213)

Describe the Change(s): This Change Request is to:

1. SOW Section 1, Term, is updated as follows:

The Services will be performed by Contractor commencing April 1st, 2021 (“Effective Date”) and shall be completed by April 30th, 2022 unless this SOW is otherwise terminated in accordance with the Agreement.

2. SOW Section 2, Services Scope (“Services”), is updated as follows:

Changes to the Michigan Integrated Tax Administration System (MIITAS) for 2021 consist of tax yearend enhancements to City Individual, City Corporate, and City Withholding Year End Changes (TP-491) and the MBT, MRE, CIT, SUW, MTO, ESA and MMF Year End Changes (DWT-213) for FY21 to support the 2021 tax year. Specifically, this project converts the 2020 tax year program to the 2021 tax year. This will include any legislatively mandated changes and forms, supporting business processes, and interfaces.

3. SOW Section A, “Out of Scope”, The following is deleted from the list:
 - ESA changes for 2021 Tax Year.

4. SOW Section C, “High Level Milestones” is updated as follows:
The following is deleted in its entirety:

The Go-Live events for Business and City Taxes are planned for December 2021 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN	4/1/2021	6/22/2021
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	6/23/2021	10/19/2021
3. SYSTEM INTEGRATION TESTING	10/20/2021	11/30/2021
4. USER ACCEPTANCE TEST	11/10/2021	12/7/2021
5. CUTOVER	12/8/2021	12/16/2021
6. GO LIVE	12/17/2021	12/17/2021

The following is added to this section:

The Go-Live events for Business and City Taxes are planned for December 2021 and ESA are planned for April 2022 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

High Level Milestones for Business and City Taxes are listed below:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN	4/1/2021	6/22/2021
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	6/23/2021	10/19/2021
3. SYSTEM INTEGRATION TESTING	10/22/2021	11/30/2021
4. USER ACCEPTANCE TEST	11/11/2021	12/7/2021
5. CUTOVER	12/8/2021	12/9/2021
6. GO LIVE	12/10/2021	12/10/2021

High Level Milestones for ESA are listed below:

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. ANALYSIS AND FUNCTIONAL DESIGN	11/1/2021	1/31/2022
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	1/4/2022	2/18/2022
3. SYSTEM INTEGRATION TESTING	2/21/2022	3/23/2022
4. USER ACCEPTANCE TEST	3/24/2022	4/1/2022
5. CUTOVER	4/3/2022	4/7/2022
6. GO LIVE	4/8/2022	4/8/2022

5. SOW Section 6, "Project Assumptions" is updated as follows:

The following assumption is deleted in its entirety:

xi) The Contractor assumes that ESA changes for SAP ECC and MTO are minimum for 2021 Tax year and will be performed using existing M&O team's capacity.

The following assumption is added:

xi) The Contractor assumes that VDI access will be provided to MTO offshore developer for the duration of the Year End project.

6. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

A. The following table is deleted in its entirety:

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Apr-21	Dec-21	Onshore	\$229	1,045	\$239,305
UI Sr Developer	Business Tax - MTO	Jul-21	Dec-21	Onshore	\$186	900	\$167,400
SAP Sr Business Analyst	City Tax	Apr-21	Dec-21	Onshore	\$229	305	\$69,845
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Oct-21	ATCi	\$53	750	\$39,750
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Dec-21	ATCi	\$53	540	\$28,620
ABAP Sr Developer/BRF+	City Tax	May-21	Dec-21	ATCi	\$53	510	\$27,030
	Business Tax					3,235	\$475,075
	City Tax					815	\$96,875
	Total					4,050	\$571,950

The following table is added to this section:

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Apr-21	Jan-22	Onshore	\$229	1,045	\$239,305.00
SAP Sr Business Analyst	Business Tax - ESA	Jan-22	Apr-22	Onshore	\$229	98	\$22,442.00
UI Sr Developer	Business Tax	Jul-21	Dec-21	ATCi	\$51	1,080	\$55,080.00
UI Sr Developer	Business Tax - ESA	Jan-22	Apr-22	ATCi	\$51	270	\$13,770.00
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Dec-21	ATCi	\$53	750	\$39,750.00
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Jan-22	ATCi	\$53	540	\$28,620.00
SAP Sr Business Analyst	City Tax	Apr-21	Jan-22	Onshore	\$229	305	\$69,845.00
ABAP Sr Developer/BRF+	Business Tax	Jul-21	Dec-21	ATCi	\$53	1170	\$62,010.00
ABAP Sr Developer/BRF+	Business Tax - ESA	Jan-22	Apr-22	ATCi	\$53	266	\$14,098.00
ABAP Sr Developer/BRF+	City Tax	May-21	Dec-21	ATCi	\$53	510	\$27,030.00
	Business Tax					4,585	\$424,765.00
	City Tax					815	\$96,875.00
	Business Tax (ESA)					634	\$50,310.00
	Total					6,034	\$571,950.00

- B. The Professional Fees currently agreed to will cover Business and City taxes (December 2021 Go Live) and portion of the hours for ESA changes which are targeted to go live in April 2022. Should additional hours for Business Tax (ESA) be needed, M&O team's capacity will be used.

Change Notice Schedule Impact (from/to): Go Live date for December release is moved from 12/17/2021 to 12/10/2021. Updated the Contract end date from 1/31/2022 to 4/30/2022. Added milestones for ESA with estimated Go Live in April 2022.

Fee Impact: This is a zero-dollar change request. Includes staffing changes to replace an onshore MTO resource with two offshore resources (one SAP and one MTO) and additional hours to onshore SAP Sr Business Analyst with no net change in fees.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 **15**
 to
 Contract Number **19000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

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

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$20,054,601.00	\$40,000.00	\$20,094,601.00

DESCRIPTION

Effective 5/12/2021, this contract is hereby increased by \$40,000.00, and amended, per the attached Statement of Work, for the MTO Angular project.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #6

For

STATEMENT OF WORK 004-2020 For MTO Angular Upgrade

This Amendment #1 (“AMD”) to Contract Change Notice #6 dated September 10, 2020, (mutual signature date) reflects changes to Statement of Work 004-2020 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 004-2020 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	MTO Angular Upgrade

Describe the Change(s): This Change Request is to:

- SOW Section 1, Term, is updated as follows:

The Services will be performed by Contractor on or about September 15th, 2020 (“Effective Date”) and shall be completed on or about January 31st, 2022, unless this SOW is otherwise terminated in accordance with the Agreement.

- SOW Section 2, Services In Scope, the following item will be deleted from the list of high level scope:

- Update MTO for above listed applications to use existing federated MIlogin services

- SOW Section C, “High Level Milestones” is updated as follows:
The following is deleted in its entirety:

MTO Angular Upgrade will go live in June 2021. Code will be ready to start System Integration Testing (SIT) from April 1st, 2021.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	10/19/2020	10/30/2020
2. ANALYSIS AND FUNCTIONAL DESIGN	11/2/2020	12/31/2020
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	11/30/2021	3/31/2021
4. SYSTEM INTEGRATION TESTING	4/1/2021	5/21/2021
5. USER ACCEPTANCE TESTING	5/24/2021	6/11/2021

6. CUTOVER	6/14/2021	6/24/2021
7. GO LIVE	6/25/2021	6/27/2021

The following is added to this section:

MTO Angular Upgrade will go live in January 2022. Code will be ready to start System Integration Testing (SIT) from October 22nd,2021. The high-level planned dates listed below will be managed using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	10/19/2020	10/30/2020
2. ANALYSIS AND FUNCTIONAL DESIGN	11/2/2020	02/12/2021
3. FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	05/19/2021	10/19/2021
4. SYSTEM INTEGRATION TESTING	10/22/2021	12/30/2021
5. USER ACCEPTANCE TESTING	11/11/2021	12/30/2021
6. RETROFIT YEAR END INTO ANGULAR UPGRADE	12/1/2021	12/31/2021
7. SIT REGRESSION TEST	1/3/2022	1/12/2022
8. USER ACCEPTANCE TESTING	1/13/2022	1/20/2022
9. CUTOVER	1/21/2022	1/26/2022
10. GO LIVE	1/27/2022	1/28/2022

4. SOW Section C, “High Level Milestones” - Solution Assumptions, the following items will be deleted from the list of assumptions:

- MILogin for Angular 10.x : The Contractor will replace existing MTO/MILogin for 3rd party reverse proxy integration with a federated MILogin for 3rd party solution integration. This will remove dependencies of the Treasury MTO on dedicated and custom built MILogin solution.
- The State will provide test environment, test data and technical support as part of the configuration of the federated MILogin.

5. SOW Section 6, “Project Assumptions” is updated as follows:

The following is deleted in its entirety:

- ii) The solution and pricing are based on Contractor’s offshore team having access to MTO system and assumes that State will provide VDI system access to Contractor’s offshore team by November 1st, 2020. Should access not be granted to the foregoing, the parties agree that this will impact pricing and will negotiate in good faith to resolution. Contractor assumes that HANA Studio User (4 CPU and 16 GB RAM) VDI license cost will be \$95 per month per user for the State.

The following assumption is added:

- The Contractor assumes that federated MiLogin solution will be implemented in a future release once DTMB Basis team, MiLogin team and Accenture development team are ready to restart the project.

6. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:

The following table is deleted in its entirety:

Description	Planned Resource Location*	Price
Upgrade Angular Technology for Current Michigan Treasury Online application	Offshore –19 Onshore - 2	\$1,448,210.00

* The number of resources will fluctuate up or down based on the milestones being worked on.

The following tables are added to this section:

Description	Planned Resource Location*	Price
Upgrade Angular Technology for Current Michigan Treasury Online application	Offshore –17 Onshore - 2	\$1,488,210.00

*The number of resources will fluctuate up or down based on the milestones being worked on.

Description	Price
Original Contract Value	\$1,448,210.00
MiLogin out of scope, Resulting contract value -\$100,000	\$1,348,210.00
Team inefficiencies for development due to the delay in VDI, Resulting contract value +\$100,000	\$1,448,210.00
Analysis for federated MiLogin integration, Resulting contract value +\$15,000	\$1,463,210.00
Project Restart and Ramp up, Resulting contract value +\$25,000	\$1,488,210.00
Previously Invoiced Amount	-\$362,052.50
Net Remaining Contract Value	\$1,126,157.50

7. SOW Section II, Payment Terms and Conditions, "Payment Structure" is updated as follows:
The following table is deleted in its entirety:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
PROJECT INITIATION	11/1/2020	\$181,026.25
ANALYSIS AND FUNCTIONAL DESIGN – Part 1	12/1/2020	\$181,026.25
ANALYSIS AND FUNCTIONAL DESIGN – Part 2 and TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – Part 1	1/1/2021	\$181,026.25
TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – Part 2	2/1/2021	\$181,026.25
TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST INCLUDING MILOGIN SERVICES – Part 3	3/1/2021	\$181,026.25
TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST INCLUDING MILOGIN SERVICES – Part 4	4/1/2021	\$181,026.25
SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING – Part 1	5/1/2021	\$181,026.25
SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING – Part 2	6/1/2021	\$91,026.25
CUTOVER AND GO LIVE	7/1/2021	\$90,000.00
	Total	\$1,448,210.00

The following table is added to this section:

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
PROJECT INITIATION	11/1/2020	\$181,026.25 - PD
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – Part 1	2/18/2021	\$181,026.25 - PD
MiLogin FUNCTIONAL DESIGN, PROJECT RESTART AND RAMP UP	6/1/2021	\$40,000.00
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (50% COMPLETION OF Registration & Sales Use and Withholding)	7/1/2021	\$169,639.14
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Registration & Sales Use and Withholding)	8/1/2021	\$209,639.12
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Essential Service Assessment & Bulk/eFile)	9/1/2021	\$209,639.12
ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Medical Marihuana Facilities & Marihuana Retailer Excise)	10/1/2021	\$209,639.12

ANALYSIS AND FUNCTIONAL DESIGN, TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – (100% COMPLETION OF Common, Streamlined Sales Tax, EFT W2 Upload & Fast Pay)	11/1/2021	\$78,150.25
SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING – Part 1	12/1/2021	\$78,150.25
YEAR END RETROFIT, SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING – Part 2	1/1/2022	\$78,150.25
CUTOVER AND GO LIVE	2/1/2022	\$53,150.25
	Total	\$1,488,210.00

Change Notice Schedule Impact (from/to): SIT start date is moved from 4/1/2021 to 10/19/2021 and the Go Live date is moved from 6/30/2021 to 1/27/2022.

Fee Impact: Net Change is an additional \$40,000 in Fees.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the “CR Effective 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 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Jennifer May	DTMB
(517) 242-6664			
mayj7@michigan.gov			

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,008,771.00	\$45,830.00	\$20,054,601.00		

DESCRIPTION

Effective 4/20/2021 this contract is hereby increased by \$45,830.00 and amended, per the attached Statement of Work, for design, build and SIT/UAT support of one new outgoing interface from SAP to Data Warehouse (DW) that provides the payment related transactions (including reversals) in a format that is acceptable by DW.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389
SAP Maintenance & Operations Support

STATEMENT OF WORK 003-2021
For
DWT-229 SAP DW Payment Tables Rewrite

This Statement of Work 003-2021, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) **Term.**

The Services will be performed by Contractor commencing April 12th, 2021 ("Effective Date") and shall be completed by January 31st, 2022 unless this SOW is otherwise terminated in accordance with the Agreement.

2) **Services Scope ("Services").**

The scope includes design, build and SIT/UAT support of one new outgoing interface from SAP to Data Warehouse (DW) that provides the payment related transactions (including reversals) in a format that is acceptable by DW.

A. Out of Scope:

- Application Development work other than new interface from SAP to DW.



- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

B. Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product.

In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Project Staffing and Responsibilities section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD)	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD)	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

C. High Level Milestones:

The Go-Live events for DWT-229 SAP DW Payment Tables Rewrite are planned for December 2021 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.



Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN	4/12/2021	6/11/2021
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	4/22/2021	6/11/2021
3. SYSTEM INTEGRATION TESTING	10/20/2021	11/30/2021
4. USER ACCEPTANCE TEST	11/10/2021	12/7/2021
5. CUTOVER	12/8/2021	12/16/2021
6. GO LIVE	12/17/2021	12/17/2021

2) **Work Location.**

Services against this SOW shall be performed offsite.

3) **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

4) **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	



<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

5) **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the



resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

6) Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i) Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii) The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals and any related agreements.
- iii) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv) This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v) Business review and approval of functional specification updates will be facilitated via email.
- vi) There will be no hardware or software acquisitions for, or as a result of this project.
- vii) The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii) DTMB PMO team will manage the yearend project.



- ix) Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x) Contractor assumes that DWT-229 SAP DW Payment Tables Rewrite project will be scheduled as part of December 2021 release. If the release is scheduled for a different release date, past the December 2021 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- xi) Contractor assumes that the Data Warehouse team and SAP Treasury Business team will be available beginning on April 12th, 2021 to discuss the requirements and design. Any delay on the requirements will impact the staffing assigned to this SOW.
- xii) The estimate assumes complete rewrite of the existing DW Payment interface, which is complex as it involves financial transaction extraction.

II. Payment Terms and Conditions

1) Professional Fees.

Contractor’s fees for this Project will be calculated on a time and materials price basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).

Role	Location	Bill Rate	Design and Build Estimated Hours	SIT/UAT Remediation and Support Estimated Hours	Total	Fees
SAP Sr Business Analyst	Onshore	\$229	140	15	155	\$35,495.00
ABAP Sr Developer/BRF+	ATCi	\$53	175	20	195	\$10,335.00
	Total				350	\$ 45,830.00



All Contractor resources providing Services under this SOW shall track and report their time weekly in the State's time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.

2) Payment Structure

Contractor will generate invoices, based on expected billable hours each month.

3) Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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 13
to
Contract Number 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,008,771.00	\$0.00	\$20,008,771.00		

DESCRIPTION

Effective 2/26/2021, this contract is hereby amended, per the attached Statement of Work, to extend the Year End Project for FY20 completion date to April 30, 2021. This is a zero dollar Change Notice.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 2
to
CONTRACT CHANGE NOTICE #4

For

STATEMENT OF WORK 001-2020
Year End Project for FY20

This Amendment #2 (“AMD”) to Contract Change Notice #4 dated March 20, 2020, (mutual signature date) reflects changes to Statement of Work 001-2020 and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 001-2020 identified herein as follows:

AMD #:	002
ACN Project Manager:	Naren Turimella
Statement of Work Name:	STATEMENT OF WORK 001-2020 For Year End Project for FY20

Describe the Change(s): This Change Request is to:

1. SOW Section 1, Term, is updated as follows:

The Services will be performed by Contractor commencing March 16, 2020 (“Effective Date”) and shall be completed by April 30th 2021, unless this SOW is otherwise terminated in accordance with the Agreement.

2. SOW Section II, Payment Terms and Conditions, “Professional Fees” is updated as follows:

The Professional Fees table in 001-2020 SOW will be deleted in its entirety:

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Mar-20	Jan-21	Dimondale, MI	\$229	575	\$131,675
SAP Sr Business Analyst	City Tax	Mar-20	Jan-21	Dimondale, MI	\$229	305	\$69,845
SAP Sr Business Analyst	M&O	Aug-20	Jan-21	Dimondale, MI	\$229	700	\$160,300
SAP Sr Business Analyst	Business Tax	Mar-20	Jan-21	ATCi	\$49	840	\$41,160
SAP Sr Business Analyst	M&O	Aug-20	Jan-21	ATCi	\$49	840	\$41,160
ABAP Sr Developer/BRF+	Business Tax	May-20	Jan-21	ATCi	\$53	600	\$31,800

ABAP Sr Developer/BRF+	M&O	Aug-20	Jan-21	ATCi	\$53	760	\$40,280
ABAP Sr Developer/BRF+	Business Tax	May-20	Jan-21	ATCi	\$53	850	\$45,050
ABAP Sr Developer/BRF+	City Tax	May-20	Jan-21	ATCi	\$53	510	\$27,030
	Business Tax					2,865	\$249,685
	City Tax					815	\$96,875
	M&O					2,300	\$241,740
	Total					5,980	\$588,300

The table below will be added to the Professional Fees section:

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	20-Mar	21-Jan	Dimondale, MI	\$229	575	\$131,675
SAP Sr Business Analyst	City Tax	20-Mar	21-Jan	Dimondale, MI	\$229	305	\$69,845
SAP Sr Business Analyst	M&O	20-Aug	21-Jan	Dimondale, MI	\$229	661	\$151,369
SAP Sr Business Analyst	Business Tax	20-Mar	21-Jan	ATCi	\$49	840	\$41,160
SAP Sr Business Analyst	M&O	20-Aug	21-Jan	ATCi	\$49	359	\$17,591
SAP Sr Business Analyst	M&O	1-Feb	30-Apr	ATCi	\$49	37	\$1,813
ABAP Sr Developer/BRF+	Business Tax	20-May	21-Jan	ATCi	\$53	600	\$31,800
ABAP Sr Developer/BRF+	M&O	20-Aug	21-Jan	ATCi	\$53	1055	\$55,915
ABAP Sr Developer/BRF+	M&O	1-Feb	30-Apr	ATCi	\$53	284	\$15,052
ABAP Sr Developer/BRF+	Business Tax	20-May	21-Jan	ATCi	\$53	850	\$45,050
ABAP Sr Developer/BRF+	City Tax	20-May	21-Jan	ATCi	\$53	510	\$27,030
	Business Tax					2,865	\$249,685
	City Tax					815	\$96,875
	M&O					2,396	\$241,740
	Total					6,076	\$588,300

Change Notice Schedule Impact (from/to): Updated the Contract end date from 1/31/2021 to 4/30/2021.

Fee Impact: This is a zero-dollar change request. There is no impact to fees. The remaining \$16,891 M&O funds will be used to extend the offshore resources for 321 hours.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 12
 to
 Contract Number 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,981,896.00	\$26,875.00	\$20,008,771.00		

DESCRIPTION

Effective 2/26/2021, this contract is hereby increase by \$26,875.00, per the attached Statement of Work.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

AMENDMENT 1
to
CONTRACT CHANGE NOTICE #8

For

STATEMENT OF WORK 005-2020 For
Automate Paper 518 Registration Process, Project DWT-174

This Amendment #1 (“AMD”) to Contract Change Notice #8 dated October 13, 2020, (mutual signature date) reflects changes to Statement of Work 005-2020 and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the “SOW”) between Accenture LLP (hereinafter “Accenture” or “Contractor”) and the State of Michigan (hereinafter the “State”).

The Parties wish to change the scope of Statement of Work 005-2020 identified herein as follows:

AMD #:	001
ACN Project Manager:	Naren Turimella
Statement of Work Name:	Automate Paper 518 Registration Process, Project DWT-174

Describe the Change(s): This Change Request is to:

1. SOW Section 1, Term, is updated as follows:

The Services will be performed by Contractor commencing on or about November 1st, 2020 (“Effective Date”) and shall be completed on or about May 31st, 2021, unless this SOW is otherwise terminated in accordance with the Agreement.

2. SOW Section 2, Services In Scope, the following item will be added to the list of high level scope:

- A new interface with a real time webservice (which need to be defined during the design sessions) from MiFACTS to MIITAS SAP to pull Address information for the provided FEIN (ITSM 8000001442).

3. SOW Section C, “High Level Milestones” is updated as follows:

The following is deleted in its entirety:

The Go-Live events are planned for April 2020 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

	Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1.	PROJECT INITIATION	12/1/2020	12/31/2020
2.	ANALYSIS AND FUNCTIONAL DESIGN	01/1/2021	03/28/2021
3.	TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	01/1/2021	03/28/2021
4.	SYSTEM INTEGRATION TESTING	3/29/2021	4/12/2021
5.	USER ACCEPTANCE TEST	4/13/2021	4/19/2021
6.	CUTOVER	4/20/2021	4/28/2021
7.	GO LIVE	4/29/2021	4/30/2021

The following is added to this section:

The Go-Live events are planned for May 2021 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Automate Paper 518 Registration Process, Project DWT-174:

	Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1.	PROJECT INITIATION	12/1/2020	12/31/2020
2.	ANALYSIS AND FUNCTIONAL DESIGN	01/1/2021	03/31/2021
3.	TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	01/1/2021	03/31/2021
4.	SYSTEM INTEGRATION TESTING	4/01/2021	5/04/2021
5.	USER ACCEPTANCE TEST	5/5/2021	5/11/2021
6.	CUTOVER	5/12/2021	5/17/2021
7.	GO LIVE	5/18/2021	5/18/2021

New real time webservice interface from MiFACTS to MIITAS SAP:

	Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1.	ANALYSIS AND FUNCTIONAL DESIGN	02/15/2021	03/15/2021
2.	TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	03/15/2021	4/15/2021
3.	SYSTEM INTEGRATION TESTING	4/16/2021	5/04/2021
4.	USER ACCEPTANCE TEST	5/5/2021	5/11/2021
5.	CUTOVER	5/12/2021	5/17/2021
6.	GO LIVE	5/18/2021	5/18/2021

4. SOW Section II, Payment Terms and Conditions, "Professional Fees" is updated as follows:
The Professional Fees table in 005-2020 SOW is deleted in its entirety and replaced with the below table:

Role	Estimated Roll on Date	Estimated Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	1/1/2021	5/31/2021	Onshore	\$229	505	\$115,645
ABAP Sr Developer/BRF+	1/1/2021	5/31/2021	Offshore	\$53	690	\$36,570
ABAP Sr Developer/BRF+	2/1/2021	5/31/2021	Offshore	\$53	75	\$3,975
					1270	\$156,190

Change Notice Schedule Impact (from/to): Updated the Release milestones to align with May Release (5/18/2021).

Fee Impact: **Increased Fees by \$26,875 for new webservice enhancement.**

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 11
 to
 Contract Number 19000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
		MeffordD@michigan.gov	
	Contract Administrator	Jennifer May	DTMB
		(517) 242-6664	
		mayj7@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,409,946.00	\$571,950.00	\$19,981,896.00		

DESCRIPTION

Effective 2/26/2021, this contract is hereby increased by \$571,950.00, for the DWT-213 (Business Tax) and TP-491 (City Work) projects that accommodates changes to the Michigan Integrated Tax Administration System (MIITAS) for 2021.

All other terms, conditions, specifications, and pricing remain the same. Per (DTMB) Contractor (request/proposal) and Agency agreement, and DTMB Procurement approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

**Contract No. 171-190000001389
SAP Maintenance & Operations Support**

STATEMENT OF WORK 002-2021

For

Year End Project for FY21 (TP-491 and DWT-213)

This Statement of Work 002-2021, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) Term.

The Services will be performed by Contractor commencing April 1st, 2021 ("Effective Date") and shall be completed by January 31st, 2022 unless this SOW is otherwise terminated in accordance with the Agreement.

2) Services Scope ("Services").

Changes to the Michigan Integrated Tax Administration System (MIITAS) for 2021 consist of tax yearend enhancements to City Individual, City Corporate, and City Withholding Year End Changes (TP-491) and the MBT, MRE, CIT, SUW, MTO and MMF Year End Changes (DWT-213) for FY21 to support the 2021 tax year. Specifically, this project converts the 2020 tax year program to the 2021 tax year. This will include any legislatively mandated changes and forms, supporting business processes, and interfaces.



Should the Contractor not use all of the projected hours identified in Section II (1), the remaining hours can be applied to another project with a jointly signed amendment to this SOW.

A. Out of Scope:

- Application Development work other than SAP ECC and MTO.
- ESA changes for 2021 Tax Year.
- System integration test (SIT) and UAT are responsibility of State. The Contractor will support the SIT and UAT and will be involved in defect fixing.

B. Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Project Staffing and Responsibilities section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD) for Business Taxes	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Functional Design Document (FDD) for City Taxes	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD) for Business Taxes	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Overall Technical Specification Document (TSD) for City Taxes	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing for Business Taxes	Includes all activities pertaining to unit and string testing.	Secondary	Primary
Development/String Testing for City Taxes	Includes all activities pertaining to unit and string testing.	Secondary	Primary
System Integration Testing for Business Taxes	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)



Deliverables	Description	Responsibility	
		State	Accenture
System Integration Testing for City Taxes	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results for Business Taxes	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results for City Taxes	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan for Business Taxes	Includes pre deployment activities and post deployment activities	Secondary	Primary
Deployment and Operational Readiness Plan for City Taxes	Includes pre deployment activities and post deployment activities	Secondary	Primary

C. High Level Milestones:

The Go-Live events for Business and City Taxes are planned for December 2021 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN	4/1/2021	6/22/2021
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	6/23/2021	10/19/2021
3. SYSTEM INTEGRATION TESTING	10/20/2021	11/30/2021
4. USER ACCEPTANCE TEST	11/10/2021	12/7/2021
5. CUTOVER	12/8/2021	12/16/2021
6. GO LIVE	12/17/2021	12/17/2021



2) **Work Location.**

Services against this SOW shall be performed offsite.

3) **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

4) **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	



<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

5) **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the



resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

6) **Project Assumptions.**

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i) Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii) The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals and any related agreements.
- iii) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv) This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v) Business review and approval of functional specification updates will be facilitated via email.
- vi) There will be no hardware or software acquisitions for, or as a result of this project.
- vii) The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii) DTMB PMO team will manage the yearend project.



- ix) Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x) Contractor assumes that Year End Project for FY21 (TP-491 and DWT-213) will be scheduled as part of December 2021 release. If the release is scheduled for a different release date, past the December 2021 release date, additional hours will be requested to support Go Live with a jointly signed amendment to this SOW.
- xi) The Contractor assumes that ESA changes for SAP ECC and MTO are minimum for 2021 Tax year and will be performed using existing M&O team’s capacity.
- xii) The solution for this SOW is based on the object changes from 2020 Year End project listed below:

Type of Change	Complexity	Volume
Year End update for Text changes in various forms	Simple	134
Business Rule Changes in Tax Forms	Complex	3
Business Rule Changes in Tax Forms	Medium	6
Year End Configuration changes	N/A	20
Utility/Enhancement	Complex	1

II. Payment Terms and Conditions

1) Professional Fees.

Contractor’s fees for this Project will be calculated on a fixed price basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).



Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Apr-21	Dec-21	Onshore	\$229	1,045	\$239,305
UI Sr Developer	Business Tax - MTO	Jul-21	Dec-21	Onshore	\$186	900	\$167,400
SAP Sr Business Analyst	City Tax	Apr-21	Dec-21	Onshore	\$229	305	\$69,845
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Oct-21	ATCi	\$53	750	\$39,750
ABAP Sr Developer/BRF+	Business Tax	Jun-21	Dec-21	ATCi	\$53	540	\$28,620
ABAP Sr Developer/BRF+	City Tax	May-21	Dec-21	ATCi	\$53	510	\$27,030
	Business Tax					3,235	\$475,075
	City Tax					815	\$96,875
	Total					4,050	\$571,950

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State’s time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.

2) Payment Structure

Contractor will generate invoices, based on expected billable hours each month.

3) Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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 **10**
to
Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	David Mefford	TREA
		(517) 636-5546	
	MeffordD@michigan.gov		
	Contract Administrator	Jennifer May	DTMB
(517) 242-6664			
mayj7@michigan.gov			

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,368,441.00	\$41,505.00	\$19,409,946.00		

DESCRIPTION

Effective 2/4/2020, this contract is hereby increased by \$41,505.00, per the attached Statement of Work, for a new interface with two real-time webservices from E-Services to MIITAS SAP.

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	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

STATE OF MICHIGAN

**Contract No. 171-190000001389
SAP Maintenance & Operations Support**

**STATEMENT OF WORK 001-2021
For
E-Services Phase2 - City Requirement of SAP ECC (ITSM 8000001405)**

This Statement of Work 001-2021, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) Term.

The Services will be performed by Contractor commencing on or about January 4th, 2021 ("Effective Date") and shall be completed on or about March 31st, 2021, unless this SOW is otherwise terminated in accordance with the Agreement.

2) Services Scope ("Services").

A new interface with two real time webservices (One for authentication, One for providing required tax payers data based on certain parameters which need to be defined during the design sessions) from E-Services to MIITAS SAP to pull certain information for CITY Taxes.

- Project Initiation (Deliverable: Resource onboarding; Agreed upon project schedule)
- Functional Analysis & Design (Deliverable: Functional specifications reviewed and approved)

- Technical Design (Deliverables: Technical specifications documentation reviewed and approved for each modified objects)
- Coding and Unit Testing (Deliverable/Criteria: Transports to QA environment; System Test Integration entry criteria met)
- System Integration Test Support (System Test Integration exit criteria met regarding defect correction)
- User Acceptance Test Support & Implementation and Delivery (Deliverables: UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan)
- Warranty Support
- Contractor will manage its Application development team

3) **Warranty for Services.**

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract.

A. Out of Scope:

- Application Development effort other than SAP ECC.
- System integration test (SIT) and UAT is responsibility of DTMB/E-Services project vendor. Accenture team will support the SIT and UAT and will be involved in defect fixing.

B. Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product. In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Project Staffing and Responsibilities section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
Analysis and Functional Design Document (FDD) update	Functional specification documentation	Secondary	Primary
Overall Technical Specification Document (TSD)	Technical specifications documentation	Secondary	Primary
Development/String Testing	Transports to QA environment; System Test Integration entry criteria met	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary

C. High Level Milestones:

The Go-Live events are planned for March 2021 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the E-Services Phase 2 Release Plan.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION, ANALYSIS AND FUNCTIONAL DESIGN	1/4/2021	1/31/2021
2. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	02/1/2021	02/26/2021
3. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TEST	3/1/2021	3/26/2021
4. CUTOVER & GO LIVE	3/28/2021	3/28/2021

2) Work Location.

Services against this SOW shall be performed offsite.

3) Equipment Resources.

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

4) Responsibilities of Each Party.

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

<i>The State</i>	<i>Contractor</i>
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	

<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

5) Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

6) Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i) Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii) The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals and any related agreements.
- iii) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv) This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v) Business review and approval of functional specification updates will be facilitated via email.
- vi) There will be no hardware or software acquisitions for, or as a result of this project.
- vii) The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii) DTMB PMO team will manage the project.
- ix) Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.

II. Payment Terms and Conditions

1) Professional Fees.

Contractor's fees for this Project will be calculated on a fixed price basis, based on the below resource

chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).

Role	Estimated Roll on Date	Estimated Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	1/4/2021	3/31/2021	Onshore	\$229	150	\$34,350
ABAP Sr Developer/BRF+	1/4/2021	3/31/2021	Offshore	\$53	135	\$7,155
					285	\$41,505

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State’s time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.

2) Payment Structure

Contractor will generate invoices, based on expected billable hours each month.

3) Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW

SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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 **9**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	(859) 248-1187
	kathleen.cawley@accenture.com
CV0062320	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Michael Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,202,616.00	\$0.00	\$17,202,616.00		

DESCRIPTION

Effective 10/1/2020, Effective 10/1/2020, the following amendment is incorporated into this Contract per attached. This change includes the following to SAP Maintenance and Operations Support SOW including Services In Scope, replace Contractor Security Officer, update section 19, Additional Information and Schedule A: Table 1.

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	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

CHANGE REQUEST FORM

This Change Request dated October 1, 2020, (the "Change Request" or "CR") reflects changes to and is governed by Contract #171-19000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of the Statement of Work identified herein as follows:

CR #:	008-2020
ACN Project Manager:	Naren Turimella
Statement of Work Name:	SAP Maintenance & Operations Support

Describe the Change(s): This Change Request is to:

1. SOW: Section 7, Services In Scope, add the follow to the list of high level scope:
 - MTO Baseline Maintenance and Support effective 10/1/2020
 - Application Maintenance
 - Analysis
 - Business Requirements
 - Functional Requirements
 - System and Technical Design Documentation
 - Construction (Development)
 - Unit and String Testing
 - Support of Integrated Testing and User Acceptance Testing
2. SOW: Section 13, Contractor Key Personnel, the parties have agreed to replace the Contractor Security Officer roll and responsibilities from the SOW. The following will be deleted:

Contractor
Name: Vernon Myers Address: 300 S. Washington Square Suite 200, Lansing, MI 48933 Phone: 517-763-1964 Email: Vernon.myers@dewpoint.com

The following will be added:

Contractor
Name: Deepali Dodamani Address: IT-1, Qubix Business Parks Pvt Ltd-SEZ, SNo154/6 Rajiv Gandhi Infotech park, Phase 1, Hinjewadi, Pune, 411057, INDIA Phone: +91 99 6735 2290 Email: deepali.dodamani@accenture.com

3. SOW: Section 19, Additional Information, subsection “Break/Fix and Minor Enhancements” is updated as follows:

The following is deleted in its entirety:

- The solution includes work effort of 400 hours per month for minor enhancements and 25 break-fix defects. If the combined volume of minor enhancements and break fix defects exceeds the reserved work effort by 110%, then Accenture and the State would develop and discuss a strategy to address the actual volume.
- The solution includes work effort of 400 hours per month for minor enhancements and 25 break-fix defects. If the combined volume of minor enhancements and break fix defects is less than the reserved work effort by 90%, then Accenture and the State would develop and discuss a strategy to apply the remaining work effort on additional release scope.

The following is added to this subsection:

- The application support services for MTO will be capacity based with average work effort of 450 hours per month.
- The application support services for SAP will be capacity based with average work effort of 2,300 hours per month.

4. SOW: Section 19, Additional Information, subsection “Additional Assumptions” is updated as follows:

The following is deleted in its entirety:

- For SAP Baseline Maintenance and Support, no SLAs will be applicable to MTO defects (Java skill) which the State introduces.

The following is added to this section:

- For MTO, SLAs will be effective four (4) months after the effective date of this change notice.

5. SOW: Schedule A: Table 1 - Business Specification Worksheet, Business Specification Number 37.0 is deleted in its entirety and replaced with the following:

The MTO portal project is managed using Agile principles and currently has one team supporting the application. Treasury provides the product owner; Contractor provides 2 developers and 1 business analyst. MTO support will be provided applying the same processes agreed to within the SAP M&O contract. Infrastructure support and BASIS activities will be provided by DTMB, as described in the business requirements section of the SAP M&O contract. The contractor is required to provide developers familiar with JAVA, UI, and the Agile framework and methodologies. The existing SAP M&O team will provide support that require SAP backend changes.

Change Notice Schedule Impact (from/to): NA

Fee Impact: This is a zero dollar change request; there is no impact to fees.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the “CR Effective 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 **8**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$19,239,126.00	\$129,315.00	\$19,368,441.00		

DESCRIPTION

Effective with mutual signature funds are added to the contract of \$129,315.00 to support a Treasury Request to add statement of work 005-2020 to the contract to automate Paper 518 Registration Process, Project DWT-174. All other terms and conditions remain the same.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389
SAP Maintenance & Operations Support

STATEMENT OF WORK 005-2020
For
Automate Paper 518 Registration Process, Project DWT-174

This Statement of Work 002-2020, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) **Term.**

The Services will be performed by Contractor commencing on or about November 1st, 2020 ("Effective Date") and shall be completed on or about April 30th, 2021, unless this SOW is otherwise terminated in accordance with the Agreement.

2) **Services Scope ("Services").**

Change the current paper 518 registration process to mimic the new paper 163 and 151 process that was set up in SAP during the Business Registration re-write project.

- The following are high-level requirements:
 - Index all paper 518 forms
 - Store indexed images in FileNet
 - Create a form bundle in parked status for indexed 518 forms



- Create work queue for 518 forms to assign form bundles to staff
- Develop a data entry screen for the 518 form (similar to the 163 and 151 screens)
- Data entry screen must have a button to view image button that displays the 518 from FileNet
- After keying form bundles status must automatically change to created once they are saved
- Include in processing program run (against business rules error out as needed)
- Send letter displaying recap of business being registered
- Project Initiation (Deliverable: Resource onboarding; Agreed upon project schedule)
- Functional Analysis & Design (Deliverable: Functional specifications reviewed and approved)
- Technical Design (Deliverables: Technical specifications documentation reviewed and approved for each modified objects)
- Coding and Unit Testing (Deliverable/Criteria: Transports to QA environment; System Test Integration entry criteria met)
- System Integration Test Support (System Test Integration exit criteria met regarding defect correction)
- User Acceptance Test Support & Implementation and Delivery (Deliverables: UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan)
- Warranty Support
- Contractor will manage its Application development team

3) **Warranty for Services.**

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract.



A. Out of Scope:

- Application Development effort other than SAP ECC.
- System integration test (SIT) and UAT is responsibility of DTMB. Accenture team will support the SIT and UAT and will be involved in defect fixing.

B. Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product.

In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Project Staffing and Responsibilities section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
Analysis and Functional Design Document (FDD) update	Functional specification documentation	Secondary	Primary
Overall Technical Specification Document (TSD)	Technical specifications documentation	Secondary	Primary
Development/String Testing	Transports to QA environment; System Test Integration entry criteria met	Secondary	Primary
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



C. High Level Milestones:

The Go-Live events are planned for April 2020 with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

	Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1.	PROJECT INITIATION	12/1/2020	12/31/2020
2.	ANALYSIS AND FUNCTIONAL DESIGN	01/1/2021	03/28/2021
3.	TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	01/1/2021	03/28/2021
4.	SYSTEM INTEGRATION TESTING	3/29/2021	4/12/2021
5.	USER ACCEPTANCE TEST	4/13/2021	4/19/2021
6.	CUTOVER	4/20/2021	4/28/2021
7.	GO LIVE	4/29/2021	4/30/2021

2) **Work Location.**

Services against this SOW shall be performed offsite.

3) **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

4) **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	



<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

5) **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the



resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

6) Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i) Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii) The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals and any related agreements.
- iii) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv) This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v) Business review and approval of functional specification updates will be facilitated via email.
- vi) There will be no hardware or software acquisitions for, or as a result of this project.
- vii) The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- viii) DTMB PMO team will manage the project.



- ix) Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- x) It is assumed that, no changes required to the existing '518' form processing rules including the BRF+ rules and TBOR letter generation. The existing process in place must support as-is.

II. Payment Terms and Conditions

1) Professional Fees.

Contractor’s fees for this Project will be calculated on a fixed price basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).

Role	Estimated Roll on Date	Estimated Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	1/1/2021	3/31/2021	Onshore	\$229	405	\$92,745
ABAP Sr Developer/BRF+	1/1/2021	4/30/2021	Offshore	\$53	690	\$36,570
					1095	\$129,315

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State’s time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.

2) Payment Structure

Contractor will generate invoices, based on expected billable hours each month.

3) Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix

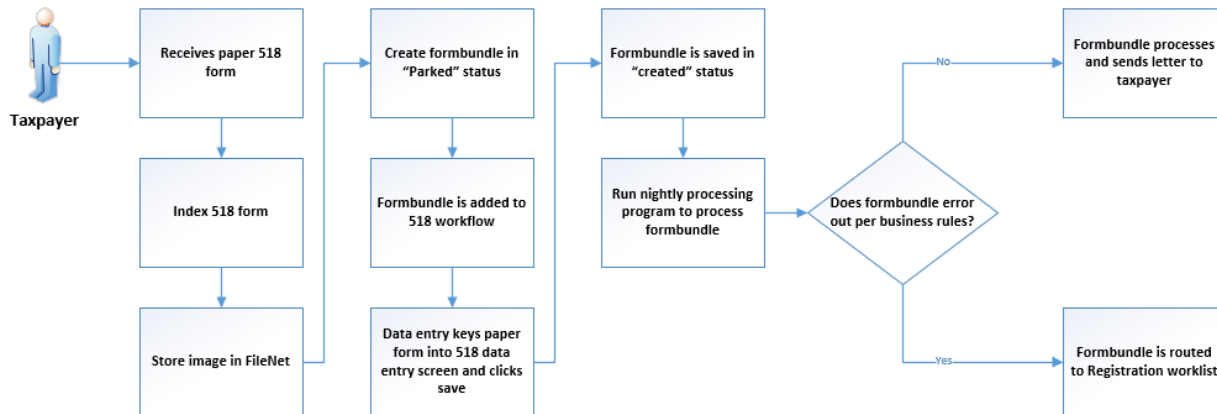
A. Glossary of Terms

a. RICEFWT

- i. R – Reports
- ii. I – Interfaces
- iii. C – Conversion
- iv. E – Extensions
- v. F – Forms / notices
- vi. W – Workflows
- vii. T – Tax forms and BRF+ objects

B. High Level Solution:

I. Process Map



J. RICEFWT Inventory

RICEFWT ID

Registration process – multiple RICEFWT objects.

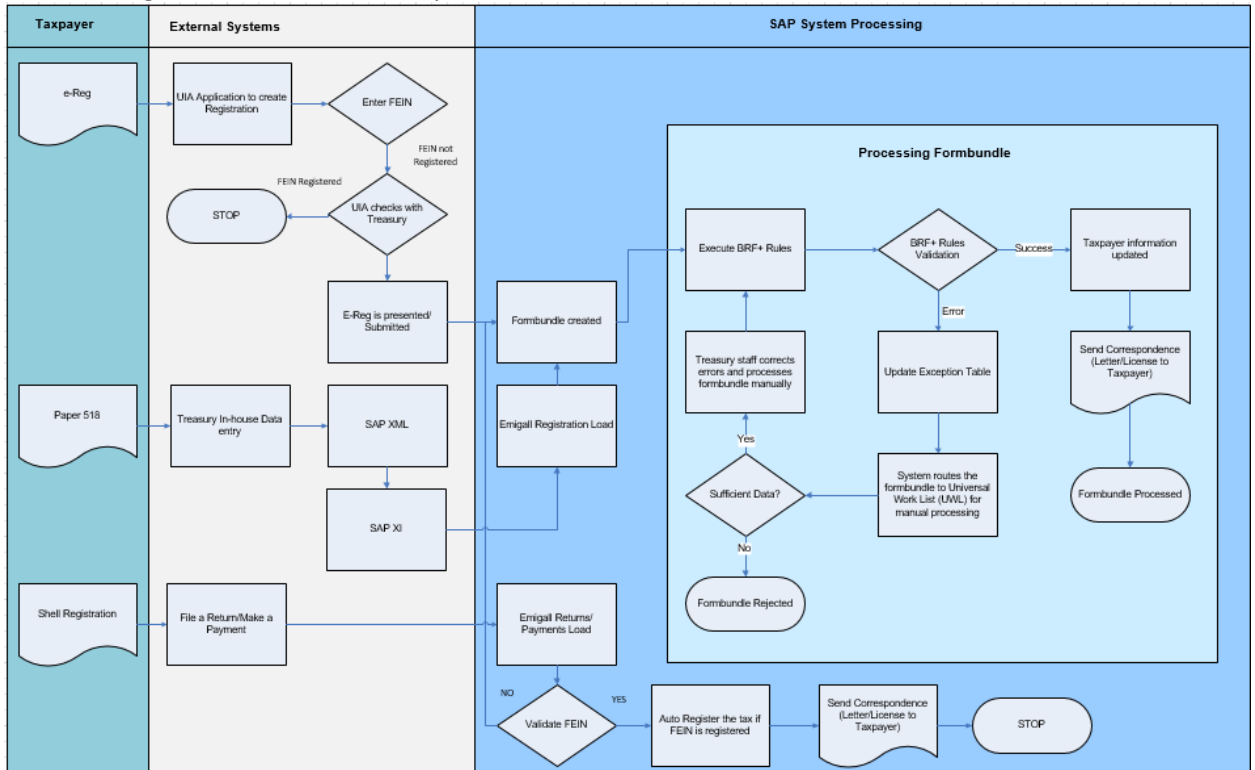
Design Facts

Business Process / Rules As-Is

A paper 518 form is completed by the taxpayer and mailed to Treasury. Once received the form is keyed in by treasury in-house data entry team, imaged and sent to SAP through a batch process which

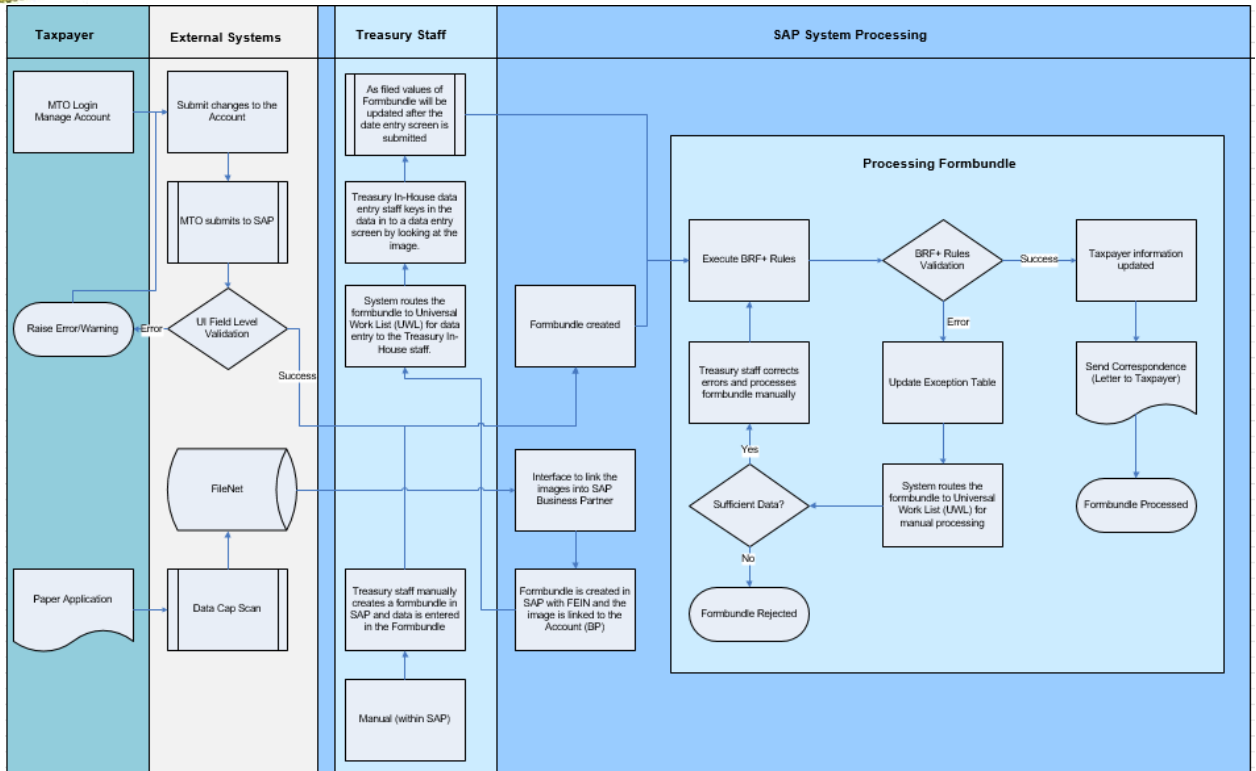


creates a form bundle in SAP to process the registration. Staff can manually create a 518-form bundle in SAP to register a business under special circumstances.



Business Process / Rules To-Be –

As part of the Registration rewrite project, processing '163' paper registration (Taxpayers can fill out the paper 163 form to make changes to a business that exists in SAP and mail it to Treasury. Once received the form is imaged and sent to SAP which creates a form bundle. Once the form bundle is created information from the paper 163 is entered by data entry) is followed as per the below process. The requirements here to mimic the similar process for processing paper registration of '518' form.



SAP Functional and Technical Components

The following existing functional and technical components to be modified or built from start to achieve the functionality requested.

Note – This may not be the complete list. This is provided based on high level analysis.

Functional and Technical component Name	New / Modify with complexity	Functionality to be added
Interface to link images into SAP and create the form bundle. Interface name - ZMBT_LINK_INBOUND_IMAGES	Modify Complex	The batch program that reads all data capture from the file net and perform the followings: - <ul style="list-style-type: none"> Creates the shell form bundle with park status Call the module 'ZCL_FB_TASKS_MANAGEMENT'=> 'UPDATE_FB_QUEUE' to add the task to the work queue for data entry. Update business partner contact (BCONT)



Functional and Technical component Name	New / Modify with complexity	Functionality to be added
		The above functionality to be extended for handling 518 data capture.
Worklist management Enhancement – ‘Z_TI06_FB_EXCEPTIONS_PRIORITY’ Web dynpro component – ‘ZWD_FB_TASKS_MANAGEMENT’ Class – ‘ZCL_FB_TASKS_MANAGEMENT’ Workflow component	Modify Complex	These components are used to manage the work queue. The changes include various configuration and program changes.
Data Entry screen Enhancement – ‘ZREG_MANUAL_APPLICATION’	Modify Complex	This transaction provides the data entry screen to treasury folks, validates and updates the form bundle status to ‘created’ Extend this program to provide new data entry screen for 518 form, validate and updates the form bundle. The ‘518’ form includes various sub sections in the form that need to be designed for data entry.



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 7
 to
 Contract Number 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	kathleen.cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,790,916.00	\$0.00	\$17,790,916.00		

DESCRIPTION

Effective with mutual signature per change request (attached) the change notice moves 2300 hours from Business Tax portion of SOW 001-2020 to work on Maintenance & Operations (M%O) enhancements. This is a no cost change notification. All other terms and conditions remain the same.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

CHANGE REQUEST FORM

This Change Request dated July 22, 2020, (the "Change Request" or "CR") reflects changes to and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of the Statement of Work identified herein as follows:

SOW and CR #:	001-2020, Change Notice 1
ACN Project Manager:	Naren Turimella
Statement of Work Name:	SAP Maintenance & Operations Support

Describe the Change(s): This Change Request is to: Move 2,300 hours from Business Tax portion of the SOW to work on Maintenance & Operations Support (M&O) enhancements.

1. Section I, (2), Services Scope: Per paragraph three (Should the Contractor not use all of the projected hours identified in Section II (1), the remaining hours can be applied to another project with a jointly signed amendment to this SOW.), Maintenance & Operations Support (M&O) is added to scope of this SOW.
2. Section 1, A, Out of Scope: Is deleted in its entirety.
3. Section II, (1), Professional Fees: Delete in its entirety the resource table listed in this section and replace with the following:

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	Mar-20	Jan-21	Dimondale, MI	\$229	575	\$131,675
SAP Sr Business Analyst	City Tax	Mar-20	Jan-21	Dimondale, MI	\$229	305	\$69,845
SAP Sr Business Analyst	M&O	Aug-20	Jan-21	Dimondale, MI	\$229	700	\$160,300
SAP Sr Business Analyst	Business Tax	Mar-20	Jan-21	ATCi	\$49	840	\$41,160
SAP Sr Business Analyst	M&O	Aug-20	Jan-21	ATCi	\$49	840	\$41,160
ABAP Sr Developer/BRF+	Business Tax	May-20	Jan-21	ATCi	\$53	600	\$31,800
ABAP Sr Developer/BRF+	M&O	Aug-20	Jan-21	ATCi	\$53	760	\$40,280

ABAP Sr Developer/BRF+	Business Tax	May-20	Jan-21	ATCi	\$53	850	\$45,050
ABAP Sr Developer/BRF+	City Tax	May-20	Jan-21	ATCi	\$53	510	\$27,030
	Business Tax					2,865	\$249,685
	City Tax					815	\$96,875
	M&O					2,300	\$241,740
	Total					5,980	\$588,300

This change is effective: July 22, 2020

Schedule Impact (from/to): NA

Fee Impact:

This is a zero dollar change request; there is no impact to fees.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").

STATE OF MICHIGAN:

By: _____

Name: _____

Title: _____

Date: _____

ACCENTURE LLP:

By: _____

Name: Kathleen Cawley

Title: Managing Director

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 **6**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	Kathleen Cawley
	859-248-1187
	Kathleen.Cawley@accenture.com
	CV0062320

STATE	Program Manager	Various	TREA
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY				
THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC		<input type="checkbox"/> Other
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,790,916.00	\$1,448,210.00	\$19,239,126.00		
DESCRIPTION				
Effective with mutual signature and State Administrative Board approval (9/15/2020) the contract is amended to add funding (\$1,448,210.00) to support the Michigan Treasury Online (MTO) application that is currently running on the software, Angular. The current version will be out of support in July 2021. This attached SOW is needed to implement the new version of the software and ensure Michigan citizens continue to have access to a reliable solution. \$1,448,210.00 should be added to the contract for these services. Option 1 of the SOW is only being requested at this time. All other terms and conditions remain the same.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

**Contract No. 171-190000001389
SAP Maintenance & Operations Support**

STATEMENT OF WORK 004-2020

**For
MTO Angular Upgrade**

This Statement of Work 00X-2020, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) Term.

The Services will be performed by Contractor on or about September 15th, 2020 ("Effective Date") and shall be completed on or about June 30st, 2021, unless this SOW is otherwise terminated in accordance with the Agreement.

2) Services Scope ("Services").

Contractor will plan, analyze, build, unit test, support SIT and UAT tests, and provide support during the production deployment MTO Angular Upgrade. This includes upgrading the applications listed below to 10.x Angular version or the version available on the Effective Date of this SOW.



Application	Current Version
Essential Service Assessment	Angular 1.x
Marihuana Retailer Excise	Angular 2+
Streamlined Sales Tax	Angular 1.x
Sales Use and Withholding	Angular 1.x
Common	Angular 2+
Bulk/eFile	Angular 1.x
Registration	Angular 1.x
Medical Marihuana Facilities	Angular 1.x

Scope includes the following:

- Project Initiation (Deliverable: Resource onboarding; Agreed upon project schedule)
- Functional Analysis & Design (Deliverable: Functional specifications reviewed and approved)
- Update MTO for above listed applications to use existing federated MILogin services
- Technical Design (Deliverables: Technical specifications documentation reviewed and approved for each modified objects)
- Coding and Unit Testing (Deliverable/Criteria: Transports to QA environment; System Test Integration entry criteria met)
- System Integration Test Support (System Test Integration exit criteria met regarding defect correction)
- User Acceptance Test Support & Implementation and Delivery (Deliverables: UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan)
- Warranty Support
- Contractor will manage its Application development team

3) Warranty for Services.

Warranty for Services under this SOW will be in accordance with Section 26, Warranty and Representations, of the Contract. However, the parties agree that business processes may not be executed in production within the ninety (90) day Warranty period after Services are rendered,



therefore Warranty starts upon first use or acceptance of business processes and is limited to ninety (90) days thereafter.

A. Out of Scope:

- Requirements gathering and Business Process Analysis, Changes to Design, Functionality, and API endpoint integrations
- Any data conversion
- Mi Worker application changes
- SAP ECC changes and SAP
- Test automation
- System integration test (SIT) and UAT is responsibility of DTMB. Accenture team will support the SIT and UAT and will be involved in defect fixing
- Accenture is not be responsible for any activity required outside of Application development (includes functional and technical work) such as
 - Effort required at Bank and other cross functional teams.
 - Effort required for build tool changes
 - Overall PMO effort.

B. Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product.

In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Project Staffing and Responsibilities section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Project Initiation	Resource onboarding; Agreed upon project schedule	Primary	Primary
Analysis and Functional Design Document (FDD) update	Functional specification documentation	Secondary	Primary
Overall Technical Specification Document (TSD)	Technical specifications documentation	Secondary	Primary
Development/String Testing	Transports to QA environment; System Test Integration entry criteria met	Secondary	Primary



Deliverables	Description	Responsibility	
		State	Accenture
System Integration Testing	System Test Integration exit criteria met regarding defect correction	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results	UAT exit criteria met regarding defect correction; Deployment plan; Operational Readiness and Monitoring Plan	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan	Includes pre deployment activities and post deployment activities	Secondary	Primary



C. High Level Milestones:

The Go-Live events are planned with a continuous focus on stakeholder/customer satisfaction throughout project durations. The planned dates listed below will be managed between the parties using the Release Plan.

MTO Angular Upgrade will go live in June 2021. Code will be ready to start System Integration Testing (SIT) from April 1st,2021.

Milestone	Estimated Planned Start Date	Estimated Planned Completion Date
1. PROJECT INITIATION	10/19/2020	10/30/2020
2. ANALYSIS AND FUNCTIONAL DESIGN	11/2/2020	12/31/2020
3. TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST	11/30/2021	3/31/2021
4. SYSTEM INTEGRATION TESTING	4/1/2021	5/21/2021
5. USER ACCEPTANCE TESTING	5/24/2021	6/11/2021
6. CUTOVER	6/14/2021	6/24/2021
7. GO LIVE	6/25/2021	6/27/2021

Solution Assumptions:

- During Milestone 3, expectations are that the State to perform Application Testing.
- State is responsible for build and deploy to higher environments.
- Contractor will reuse existing MTO Test Cases, Scripts and Data.
- This estimate assumes that MTO applications in 1.x Angular version will need to be rewritten to upgrade to 10.x version of Angular as the framework is completely different between the versions.
- MILogin for Angular 10.x : The Contractor will replace existing MTO/MILogin for 3rd party reverse proxy integration with a federated MILogin for 3rd party solution integration. This will remove dependencies of the Treasury MTO on dedicated and custom built MILogin solution.



- The State will provide test environment, test data and technical support as part of the configuration of the federated MI Login.
- Estimations includes Analysis and Functional design reviews. If the Functional design does not exist or significant changes, a discussion between the parties needs to take place on how we create a new one.
- When refactoring angular 1.x to angular 10.x, Contractor will analyze the vendor dependencies and see if they can be eliminated if that functionality already exists in angular 2+. This way, the State does not need to rely on verifying vendor dependencies during each upgrade. Also, the Contractor will consolidate vendor dependencies where possible if there are two separate libraries that are being used to do similar things. The Contractor will create a process documentation for doing the upgrade process, as well as a smoke test strategy. This strategy will increase application maintainability and ensures future upgrade efforts are significantly reduced.



Staffing

Resource	Role
Development Lead	The Development Lead is responsible for providing development guidance and oversight. In addition to hands-on work, the development lead will perform code reviews and ensure overall program compliance with SOM guidelines and standards. This individual is a senior resource with experience on multiple SAP Commerce programs.
Project Manager/Scrum Master	The Project Manager/Scrum Master is responsible for directing the teams through daily stand ups and tracking progress. This individual will be the primary facilitator between onshore and offshore teams.
Business Analyst (BA)	The Business Analyst is responsible for translating requirements into Epics and Stories that define what is to be developed. Depending on the Phase the BA may be both an on shore and offshore role. The BA will also define acceptance criteria and test cases.
Front End Developer	The Front End Developer(s) to develop web site screens using technologies like Angular, JavaScript, HTML, CSS, etc.
Tester	The Tester will support the feature development teams with unit testing. The tester will work with the BA to define test data and ensure acceptance criteria are met.

2) **Work Location.**

Services against this SOW shall be performed offsite.

3) **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

4) **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor’s resources.	The State shall have no rights in Contractor’s Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party’s involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	



<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data (non production) that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

5) **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.



6) **Project Assumptions.**

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i) In order to meet the States' mandated April 1st, 2021 System Integration Testing start date, Contractor will need six to eight weeks lead time to initiate the roll on of the resources, therefore this SOW must start no later than October 19th, 2020. If the SOW starts beyond October 19th, 2020 the parties agree to negotiate in good faith to come up with new Milestone dates.
- ii) The solution and pricing are based on Contractor's offshore team having access to MTO system and assumes that State will provide VDI system access to Contractor's offshore team by November 1st, 2020. Should access not be granted to the foregoing, the parties agree that this will impact pricing and will negotiate in good faith to resolution. Contractor assumes that HANA Studio User (4 CPU and 16 GB RAM) VDI license cost will be \$95 per month per user for the State.
- iii) Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- iv) The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals and any related agreements.
- v) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- vi) This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects



- vii) Business review and approval of functional specification updates will be facilitated via email.
- viii) There will be no hardware or software acquisitions for, or as a result of this project.
- ix) The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- x) DTMB PMO team will manage the project.
- xi) If any build script changes are required due to Angular upgrade, State will be responsible for making those changes.
- xii) This project will adhere to SOM’s IT processes to ensure support availability for application scanning, performance testing and ADA review with State of Michigan vendors and key resources.
- xiii) This project will adhere to SOM web standards and leverage existing User Experience Designs
- xiv) Currently the latest Angular version is 10.x. The Contractor will migrate the MTO applications to the Angular version available on the Effective Date of this SOW.

II. Payment Terms and Conditions

1) Professional Fees.

Contractor’s fees for this Project will be on a fixed fee basis. The below fees are based upon the detailed effort analysis and corresponding costs for each object that will be modified or created to upgrade current Michigan Treasury Online applications to 10.x Angular version or the version available on the Effective Date of this SOW, see Appendix for the complete list.

Description	Planned Resource Location*	Price
Upgrade Angular Technology for Current Michigan Treasury Online application	Offshore –19 Onshore - 2	\$1,448,210.00

- **The number of resources will fluctuate up or down based on the milestones being worked on.**



1) Payment Structure

The Contractor, upon execution of the SOW, will invoice Client for Milestone 1 and will continue to invoice for defined Milestones at the beginning of each month thereafter. The payment terms will follow section 13, Terms of Payment, of the Contract.

Milestone	Milestone Invoiced Date	Milestone Invoiced Amount
PROJECT INITIATION	11/1/2020	\$181,026.25
ANALYSIS AND FUNCTIONAL DESIGN – Part 1	12/1/2020	\$181,026.25
ANALYSIS AND FUNCTIONAL DESIGN – Part 2 and TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – Part 1	1/1/2021	\$181,026.25
TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST – Part 2	2/1/2021	\$181,026.25
TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST INCLUDING MILOGIN SERVICES – Part 3	3/1/2021	\$181,026.25
TECHNICAL SPECIFICATIONS, BUILD AND UNIT TEST INCLUDING MILOGIN SERVICES – Part 4	4/1/2021	\$181,026.25
SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING – Part 1	5/1/2021	\$181,026.25
SYSTEM INTEGRATION TESTING AND USER ACCEPTANCE TESTING – Part 2	6/1/2021	\$91,026.25
CUTOVER AND GO LIVE	7/1/2021	\$90,000.00
	Total	\$1,448,210.00

2) Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW



SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix

A. Objects Inventory

Based on preliminary analysis & the information provided by State in the request for SOW, the Contractor recommends migrating existing MTO applications to Angular 10.x version or the version available on the Effective Date of this SOW. The Contractor has collected and prepared the following inventories that are applicable for a potential change for successful migration.

Application Name	Current Version	# of Application Pages	# of .ts files	# of Lines of Code
Essential Service Assessment	Angular 1.x	22	87	17335
Marihuana Retailer Excise	Angular 2+	29	77	23293
Streamlined Sales Tax	Angular 1.x	15	60	10687
Sales Use and Withholding	Angular 1.x	72	195	190889
Common	Angular 1.x/Angular 2+	32	114	20093
Bulk/eFile	Angular 1.x	5	19	1789
Registration	Angular 1.x	25	83	16093
Medical Marihuana Facilities	Angular 1.x	32	116	20602
	Total	232	751	300,781



Application Complexity:

1. ESA
 1. Application Pages – 22 (22 simple)
 2. UI classes – 87 (87 medium)
2. SUW
 1. Application Pages – 73 (73 simple)
 2. UI classes – 200 (100 medium, 100 complex)
3. Registration
 1. Application Pages – 25 (25 simple)
 2. UI classes – 83 (83 complex)
4. Medical Marihuana Facilities
 1. Application Pages – 32 (32 simple)
 2. UI classes – 116 (116 medium)
5. Streamline Sales Tax
 1. Application Pages – 15 (15 simple)
 2. UI classes – 60 (60 medium)
6. Streamline Sales Tax
 1. Application Pages – 15 (15 simple)
 2. UI classes – 60 (60 medium)
7. Bulk/eFile
 1. Application Pages – 5 (5 simple)
 2. UI classes – 19 (19 simple)
8. Common
 1. Reusable Component -1 (1 medium)
9. MRE
 1. Application Pages – 29 (29 simple)
 2. UI classes – 77 (30 medium, 47 complex)



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 5
 to
 Contract Number 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	John P. Morris
	314-345-3180
	john.p.morris@accenture.com
	CV0062320

STATE	Program Manager	Various	DTMB
	Contract Administrator	James Wilson	DTMB
		517-243-0434	
		wilsonj40@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,202,616.00	\$0.00	\$17,790,916.00		

DESCRIPTION

Effective 3/20/2020, Pursuant to this Change Notice, the State agrees to the temporary deviation of contractual requirements only to the extent outlined in the following document. The deviation will last only until such time that the State determines that the necessity for such deviation no longer exists. The State will provide such determination in writing to Contractor. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

General Remote Access Security Requirements

Remote Access Users Responsibilities

- All remote access users must abide by company policies, perform only authorized activities, and only use the remote access for business purposes.
- Users bear responsibility for the consequences should the access be misused.
- All users must review and follow the security requirements listed in Accenture Policy #53 - External Personnel Access to Company Systems, *Accenture Policy 56 – System Security* and *Accenture Policy 57 - Information Security*.
- Workstation/Laptops used for Remote Access must adhere to relevant company and/or non-company workstation standards.

Authentication, Authorization and Access Control

- User IDs, user roles, password complexity etc. must be in line with Identification and Authentication Standard. Authentication, Authorization and Access control must be set based on least privilege principle and in line with Access Control and Identification and Authentication Standard.
- Granular access must be provided restricted to specific company resources and only providing the level of privilege as necessary.
- Session Timeouts, Inactivity Timeouts are configured and will continue to adhere to the timeout language requirements per the existing contract.
- Access must be granted only for a specific short duration and disabled/revoked after use, whenever possible.

Secure Channel

- Remote access must be via secure channel using encryption in line with Encryption Standard.
- Direct access from Internet to company internal network must be prohibited; Remote access must always be done via remote access gateway (e.g. VPN gateways) hosted in external DMZ. Remote access gateway must be patched, configured and managed in line with respective standards mentioned above.

Workstation controls

- User can NOT use pin to log on. Must be full password
- For domain login- digitally signed secure channel is required via group policy
- No Shared ID's
- UAC is enabled and prompts for credentials

- Renamed default accounts
- No default creds for any application installed
- MFA required to access Internal Accenture network
- Encrypted storage with TPM
- Internet connection sharing is disabled
- Workstation logon and logoff logged both success and failure

Network controls/Remote access

- VPN via Juniper (Different than standard login)
- MFA required to access Accenture internal network at the VPN point of access
- VPN group will be used to limit who has access to Chicago for Tunnel to SOM
- From Chicago to SOM not changing
- SAP Logging and audit will be provided at the requested interval by State
 - The standard SAP basis/security tools will be used to monitor – logged in / Out for each SAP credentials in any SAP system. The State SAP Basis and Security team will monitor and provide reports. Various SAP transactions will be used for monitoring purposes.
 - The code moves through CHARM tool that Accenture team does not have authority to move. Nothing can be moved to production without going through the CHARM tool.
 - Accenture will provide a daily report explaining what SAP objects the ATCI team has worked on.
- VPN access will be limited to the specific MAC ids that each resource is assigned. This prohibits unauthorized access from any other workstation. The ATCI team will continue to operate on working hours same as the current operation timings.
 - Dedicated VPN URL needs to be connected from the home network
 - Only Accenture managed security compliant device will be able to connect
 - MFA will be used to connect the VPN, dedicated operation unit (OU) group for the project will be created and will add user's Accenture enterprise ID into that particular OU group.
- VPN access for offshore individuals will be monitored daily by Accenture and provided to the State of Michigan on a weekly basis. State of Michigan expects, at a minimum, monitoring to include successful and failed VPN access attempts.
- SC-7(7) - Split horizon control is in place for VPN to limit access to only Accenture resources when connected to Accenture. The VPN, in conjunction with a remote workstation, prevents the workstation from simultaneously establishing non-remote connections with the system and communicating via some other connection to resources in external networks.
- The VPN group membership details will be provided to the State of Michigan upon any change. The SAP accounts for new resources will be requested to State as part of roll on process.



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 **4**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	John P. Morris
	314-345-3180
	john.p.morris@accenture.com
	CV0062320

STATE	Program Manager	Various	DTMB
	Contract Administrator	James Wilson	DTMB
		wilsonj40@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,202,616.00	\$588,300.00	\$17,790,916.00		

DESCRIPTION

Effective 3/20/2020 the following amendment is incorporated into this Contract per attached Statement of Work. This change includes the following: Scope, Timeline, and is Increased by \$588,300.00. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov



STATE OF MICHIGAN

Contract No. 171-190000001389
SAP Maintenance & Operations Support

STATEMENT OF WORK 001-2020
For
Year End Project for FY20

This Statement of Work 001-2020, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) **Term.**

The Services will be performed by Contractor commencing March 16, 2020 ("Effective Date") and shall be completed by January ~~31~~¹⁵, 2021, unless this SOW is otherwise terminated in accordance with the Agreement.

2) **Services Scope ("Services").**

Changes to the Michigan Integrated Tax Administration System (MIITAS) for 2020 consist of tax yearend enhancements to City Individual, City Corporate, and City Withholding Year End Changes and the MBT, MRE, CIT, SUW, MTO, MMF, and ESA Year End Changes for FY20 to support the 2020 tax year. Specifically, this project converts the 2019 tax year program to the 2020 tax year. This will include any legislatively mandated changes and forms, supporting business processes, and interfaces.



Planning for the yearend project begins in March 2020 and the scheduled Go-Live date is in January 2021.

Should the Contractor not use all of the projected hours identified in Section II (1), the remaining hours can be applied to another project with a jointly signed amendment to this SOW.

A. Out of Scope:

- Any work that is not deemed to be an end of the year project.
- Maintenance and Operations work will not be performed.

B. Deliverables:

Deliverables for this project are included in the following table. Accenture will support the State in the overall deliverables but is not solely responsible for delivery of the product.

In the following chart, “Accenture” includes State resources specifically allocated to this project, as defined in the Project Staffing and Responsibilities section of this SOW.

Deliverables	Description	Responsibility	
		State	Accenture
Overall Functional Design Document (FDD) for Business Taxes	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Functional Design Document (FDD) for City Taxes	Detail the requirements of the system changes that are needed to accomplish the business goals.	Secondary	Primary
Overall Technical Specification Document (TSD) for Business Taxes	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Overall Technical Specification Document (TSD) for City Taxes	The TSD will elaborate on the technical components that will be added/enhanced during this project.	Secondary	Primary
Development/String Testing for Business Taxes	Includes all activities pertaining to unit and string testing.	Secondary	Primary
Development/String Testing for City Taxes	Includes all activities pertaining to unit and string testing.	Secondary	Primary
Integration Testing for Business Taxes	Includes all activities pertaining to integration testing.	Primary	Secondary (Defect fixes only)



Deliverables	Description	Responsibility	
		State	Accenture
Integration Testing for City Taxes	Includes all activities pertaining to integration testing.	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results for Business Taxes	Includes all activities pertaining to UAT	Primary	Secondary (Defect fixes only)
User Acceptance Test (UAT) Scripts and Results for City Taxes	Includes all activities pertaining to UAT	Primary	Secondary (Defect fixes only)
Deployment and Operational Readiness Plan for Business Taxes	Includes pre deployment activities and post deployment activities	Secondary	Primary
Deployment and Operational Readiness Plan for City Taxes	Includes pre deployment activities and post deployment activities	Secondary	Primary

C. High Level Milestones:

The Go-Live events are planned for January 2021 with a continuous focus on stakeholder/customer satisfaction throughout project durations.

Milestone	Date
1. PROJECT BEGINS	March 2020
2. FUNCTIONAL SPECIFICATIONS COMPLETE	June 2020
3. DESIGN COMPLETE	June 2020
4. DEVELOPMENT BEGINS	June 2020
5. DEVELOPMENT AND UNIT TESTING COMPLETE	August 2020
6. SYSTEM INTEGRATION TESTING BEGINS	September 2020
7. SYSTEM INTEGRATION TESTING COMPLETE	November 2020
8. UAT	December 2020
9. GO LIVE	January 2021



2) **Work Location.**

Services against this SOW shall be performed at State Offices in Dimondale, Michigan and ATCi (Accenture Offshore – Pune, India).

3) **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

4) **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:



The State	Contractor
The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.	The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.
The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.	Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.
The State will provide Contractor personnel with licenses or access to the software (including 3 rd party software) and tools reasonably required to perform the Services.	
The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.	
The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.	
The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.	



<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

5) **Change Control Process.**

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the



resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

6) Project Assumptions.

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

- i) Decisions to be made by the State and Contractor will be made on a timely basis as necessitated for meeting the Project schedule.
- ii) The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals and any related agreements.
- iii) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.
- iv) This project will follow the State Unified Information Technology Environment (SUITE) Framework. The SUITE Framework is a comprehensive set of processes to ensure successful system engineering and project management on State of Michigan Information Technology Projects
- v) The Security Application Development Life Cycle (SADLC) Framework will utilize the SAP HANA project compliance. The SADLC Framework is a comprehensive application security program to secure the configuration and maintenance of applications and infrastructure. A key deliverable associated with this is the Michigan Security Accreditation Process (MiSAP) which provides applications the Authority to Operate (ATO).
- vi) Business review and approval of functional specification updates will be facilitated via email.



- vii) There will be no hardware or software acquisitions for, or as a result of this project.
- viii) The updates for Interface testing and User Acceptance testing will be conducted by DTMB and Treasury IT Business Integration Division.
- ix) DTMB PMO team will manage the yearend project.
- x) Post deployment, any new incidents will be handled by the existing M&O team as pursuant to the signed M&O agreement.
- xi) MTO – UI and Java are DTMB responsibilities.

II. Payment Terms and Conditions

1) Professional Fees.

Contractor’s fees for this Project will be calculated on a time and materials basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described (“Professional Fees”).

Role	Area	Roll on Date	Roll off Date	Location	Bill Rate	Estimated Hours	Fees
SAP Sr Business Analyst	Business Tax	March 2020	January 2021	Dimondale, MI	\$229	1,275	\$291,975
SAP Sr Business Analyst	City Tax	March 2020	January 2021	Dimondale, MI	\$229	305	\$69,845
SAP Sr Business Analyst	Business Tax	March 2020	January 2021	ATCi	\$49	1680	\$82,320
ABAP Sr Developer/BRF+	Business Tax	May 2020	January 2021	ATCi	\$53	1,360	\$72,080
ABAP Sr Developer/BRF+	Business Tax	May 2020	January 2021	ATCi	\$53	850	\$45,050
ABAP Sr Developer/BRF+	City Tax	May 2020	January 2021	ATCi	\$53	510	\$27,030
	Business Tax					5,165	\$491,425



	City Tax					815	\$96,875
	Total					5,980	\$588,300

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State’s time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.

2) Payment Structure

Contractor will generate invoices, based on expected billable hours each month.

3) Expenses.

No travel expenses will be paid by the State.

SIGNATURES TO IMMEDIATELY FOLLOW

SIGNATURES

This SOW is agreed to by both parties as witnessed by their respective signatures below. By signing this SOW, the signatory for each party certifies and represents that he or she has the actual authority to bind their respective party to this SOW as of the Effective Date.

STATE OF MICHIGAN

ACCENTURE LLP

Signature: _____

Signature: John P. Morris

Name: _____

Name: John P. Morris

Title: _____

Title: Senior Managing Director

Date: _____

Date: March 19, 2020



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 **3**
 to
 Contract Number **190000001389**

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	John P. Morris
	314-345-3180
	john.p.morris@accenture.com
	CV0062320

STATE	Program Manager	Various	DTMB
	Contract Administrator	James Wilson	DTMB
		(517) 243-0434 wilsonj40@michigan.gov	

CONTRACT SUMMARY				
THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 15, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,202,616.00	\$0.00	\$17,202,616.00		
DESCRIPTION				
Effective 1/01/2020, the following amendment is incorporated into this Contract per attached. This change includes the following: Resource changes. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

CHANGE REQUEST FORM

This Change Request dated December 9, 2019, (the "Change Request" or "CR") reflects changes to Statement of Work 001-2019, effective October 14, 2019 between the State of Michigan (the "State") and Accenture LLP ("Contractor").

WHEREAS, the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement") between the State and Contractor.

NOW THEREFORE, the Parties wish to change the scope of the Software License Agreement identified herein as follows:

CR #:	01
ACN Project Manager:	Naren Turimella
Agreement Name	SOW 001-2019

Describe the Change(s):

- Section II, Payment Terms and Conditions, sub-section 1, Professional Fees, delete the below table in its entirety:

Full name	Role Name	Roll On Date	Roll Off Date	Location	Bill Rate	Estimated Hours	Fees
Siddiqui, Mohammed-Zia A.	Basis Sr Specialist	October 14, 2019	January 7, 2020	Lansing	\$186	450	\$83,700
Rehman, S. A	Basis Specialist	October 14, 2019	January 10, 2020	Lansing	\$171	480	\$82,080
Mishra, Atul X.	SAP Sr BW Developer	October 28, 2019	November 15, 2019	Lansing	\$148	120	\$17,760
						1,050	\$ 183,540.00

Replace it with:

Full name	Role Name	Roll On Date	Roll Off Date	Location	Bill Rate	Estimated Hours	Fees
Siddiqui, Mohammed-Zia A.	Basis Sr Specialist	October 14, 2019	December 20, 2019	Lansing	\$186	368	\$68,448
Rehman, S. A	Basis Specialist	October 14, 2019	February 28, 2020	Lansing	\$171	673	\$115,083
Mishra, Atul X.	SAP Sr BW Developer	October 28, 2019	November 15, 2019	Lansing	\$148	0	\$0.00
						1,041	\$ 183,531.00

All other terms and conditions of the SOW and Agreement identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective Date").

State of Michigan:

By: James Wilson

Name: James Wilson

Title: Category Analyst

Date: 1/02/2020

ACCENTURE LLP:

By: John P. Morris

Name: John P. Morris

Title: Managing Director

Date: 12/31/19



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 2
 to
 Contract Number 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	John P. Morris
	314-345-3180
	john.p.morris@accenture.com
	CV0062320

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

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,202,616.00	\$0.00	\$17,202,616.00		

DESCRIPTION

Effective 12/16/2019, the Contractor's Program Manager has been changed from Latish Adnani to Narendra (Naren) Turimella. 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	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
TREA	David Mefford	517-636-5546	MeffordD@michigan.gov

CHANGE REQUEST FORM

This Change Request dated October 31, 2019, (the "Change Request" or "CR") reflects changes to and is governed by Contract #171-190000001389 and Schedule A, Statement of Work, executed on September 12, 2019 (the "SOW") between Accenture LLP (hereinafter "Accenture" or "Contractor") and the State of Michigan (hereinafter the "State").

The Parties wish to change the scope of the Statement of Work identified herein as follows:

CR #:	001-2019
ACN Project Manager:	Andrew Hagman
Statement of Work Name:	SAP Maintenance & Operations Support

Describe the Change(s): This Change Request is to:

1. Contract: Section 8, Program Manager, Contractor: Replace Latish Adnani with Narendra (Naren) Turimella.
2. SOW: Section 16, Contractor Key Personnel: Replace the Contractor Project Delivery Manager, Latish Adnani, with Narendra (Naren) Turimella.

Schedule Impact (from/to): NA

Fee Impact:

This is a zero dollar change request; there is no impact to fees.

All other terms and conditions of the Statement of Work identified here shall remain unchanged and in full force and effect.

The Parties have caused this Change Request to be executed by their respective authorized representatives. This Change Request shall become effective as of the date executed by both Parties (the "CR Effective 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 1
 to
 Contract Number 190000001389

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	John P. Morris
	314-345-3180
	john.p.morris@accenture.com
	CV0062320

STATE	Program Manager	VARIOUS	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

THIS CONTRACT IS FOR ONGOING SAP MAINTENANCE AND OPERATIONAL SUPPORT, INCLUDING ADDITIONAL ENHANCEMENTS.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 16, 2019	September 15, 2022	7 - 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$17,019,076.00	\$183,540.00	\$17,202,616.00		

DESCRIPTION

Effective 11/6/2019, this Contract is hereby increased by \$183,540.00 for staff augmentation services outline in the base Contract.

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	Cassandra Huguelet	517-636-6876	HugueletC@michigan.gov
	David Mefford	517-636-5546	MeffordD@michigan.gov

STATE OF MICHIGAN

Contract No. 171-190000001389 SAP Maintenance & Operations Support

STATEMENT OF WORK 001-2019

This Statement of Work 001-2019, and any attachment(s) hereto ("SOW"), is by and between the State of Michigan (the "State") and Accenture LLP ("Contractor"), an Illinois limited liability partnership and is governed by the IT Professional Services Contract 171-190000001389 (the "Contract"), effective September 16, 2019 ("Agreement"). If any term or condition in this Statement of Work ("SOW") conflicts with any term or condition in the Agreement, the Agreement shall govern. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

I. Scope of Services and Project Deliverables: In consideration of their mutual promises, Contractor agrees to perform the Services as described and agreed in this SOW:

1) **Services Scope ("Services").**

Contractor will provide staff augmentation services to the State under this SOW. Those services will provide additional capacity to specific parts of the State's project team by providing general categories of Services by Contractor, as specified in this SOW. Outputs of such Services shall be directed, prioritized, and monitored solely by the State, and the State shall provide all instructions, specifications, and requirements for the Services to Contractor during the provision of such Services, such as to provide flexibility and agility to the State in their day-to-day operations (the "Staff Augmentation Services" or the "Services").

All outputs of the Services shall be developed under the direction of the State.

2) **Term.**

The Services will be performed by Contractor commencing October 14, 2019 ("Effective Date") and shall be completed by January 10th, 2020, unless this SOW is otherwise terminated in accordance with the Agreement.

3) **Work Location.**

Services against this SOW shall be performed at the State offices in Dimondale, MI.

4) **Equipment Resources.**

For all Services hereunder described, the tools required to access the State systems for this engagement (personal laptops for on-site team, software licenses, telecommunication charges, network connectivity, office space/seat charges, etc.) shall be provided by the State to Contractor personnel.

5) **Responsibilities of Each Party.**

Contractor and the State agree that each party is responsible for certain responsibilities for the Project described in this SOW, as detailed below:

The State	Contractor
<p>The State will provide instruction and direction as required in a timely manner, regarding the outputs of the Services to Contractor's resources.</p>	<p>Unless otherwise agreed to by Parties in writing, The State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor's remote resources to perform Contractor's obligations under this SOW.</p>
<p>The State will provide local dial-in numbers for all conference calls that are to be made related to the provision of Services.</p>	<p>The State shall have no rights in Contractor's Proprietary Items except as specified in the Agreement.</p>

<p>The State will provide Contractor personnel with licenses or access to the software (including 3rd party software) and tools reasonably required to perform the Services</p>	<p>Contractor personnel will work during their local business hours of the State, Monday to Friday, observing the local holiday schedule, excluding personnel that are travelling, who will be able to work the hours of the Contractor location to which they are travelling.</p>
<p>The State will be responsible for performance of other contractors or vendors engaged by the State in connection with the Services.</p>	
<p>The State will be responsible for the contractual relationship with third parties The State involves, and for ensuring that they cooperate with Contractor, including without limitation, with respect to that third party's involvement, providing all necessary access, information, data, hardware, software, infrastructure, office services, and resources necessary for Contractor to perform the Services.</p>	
<p>The State will be responsible for determining whether to use or refrain from using any recommendations that may be made by Contractor, including but not limited to process required for the project.</p>	

<p>Unless otherwise agreed to by Parties in writing, the State will provide office infrastructure including office space, supplies, furniture, workstations, connectivity and other facilities, and all software reasonably required for Contractor to perform Contractor’s obligations under this SOW where required to do so on the State’s premises.</p>	
<p>The State will only provide access to the Contractor resources, specified herein, to any the State Personal Data that is reasonably necessary in order to allow Contractor personnel to conduct services in accordance with this SOW during the term hereunder described. If there are additional security or privacy protocols, in addition to those in the Agreement, or this SOW, the State will advise Contractor, and the parties will discuss and amend this SOW with the additional agreed security or privacy protocols.</p>	
<p>The State will be responsible for Contractor resources’ compliance with the State applicable security policies and for informing and training Contractor resources about its applicable security policies.</p>	

6) Change Control Process.

Contractor and the State will work together to manage the Project within the estimates currently provided. The parties agree that, should either party identify changes in scope or assumptions or other matters arise that would affect Contractor’s fees in Section II, Payment Terms and Conditions, Subsection 1, Professional Fees, that party will inform the other party and the parties will discuss and agree on the impact on this SOW before implementing such changes, which may include changes to the fees, scope, or duration of the SOW. No changes which impact the resources, fees or duration of the SOW shall apply, or be worked upon, unless mutually agreed to by the parties in a written amendment to this SOW.

7) **Project Assumptions.**

The following assumptions have been used to develop this SOW. Any deviation from these assumptions may cause changes to the Project schedule, fees, level of effort required, or otherwise impact Contractor's performance of the Services described in this SOW and can invoke change control processes. Changes to the assumptions will be discussed between the parties in a timely manner as they arise and can invoke change control processes. No changes in the Project schedule, fees and changes to the Deliverables will be made unless mutually agreed upon and confirmed in writing.

A. General assumptions:

- i) The State will direct the contractor regarding duties and timelines to meet project schedules. The State understands and agrees that the State will be responsible for determining whether the Services provided by Contractor hereunder, including any revised business processes implemented pursuant to this SOW, comply with the State applicable internal guidelines, long-term goals and any related agreements.
- ii) No use or license by the State of Contractor tools, processes and/or methodologies, software or any intellectual property is included in the provision of services hereunder described.

II. Payment Terms and Conditions

1) Professional Fees.

Contractor's fees for this Project will be calculated on a time and materials basis, based on the below resource chart and corresponding rates, which will be in effect during the services hereunder described ("Professional Fees").

All Contractor resources providing Services under this SOW shall track and report their time weekly in the State's time reporting tool. Contractor shall only bill the State for actual hours worked which have been reported in time reporting tool and approved by the State.

The total effort is estimated at **1,050** hours, which amounts to a not to exceed cost of **One-Hundred Eighty-Three Thousand Five-Hundred-Forty and 00/100 (\$183,540.00)** in Professional Fees, excluding Expenses. The estimate stated above is an approximation based on discussions on scope and on the information provided to Contractor as of the date of this SOW. Contractor will work with The State to help manage the scope of Contractor's services within this estimate. Work hours and fees and Services will not exceed these estimates without the prior written approval of The State.

Full name	Role Name	Roll On Date	Roll Off Date	Location	Bill Rate	Estimated Hours	Fees
Siddiqui, Moham med-Zia A.	Basis Sr Specialist	October 14, 2019	January 7, 2020	Dimond ale	\$186	450	\$83,700
Rehman, S. A	Basis Specialist	October 14, 2019	January 10, 2020	Dimond ale	\$171	480	\$82,080
Mishra, Atul X.	SAP Sr BW Developer	October 28, 2019	November 15, 2019	Dimond ale	\$148	120	\$17,760
						1,050	\$ 183,540.00

2) Payment Structure

Contractor will generate invoices, based on expected billable hours each month.

3) Expenses.

No travel expenses will be paid by the State.



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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **190000001389**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	ACCENTURE
	1001 Woodward Ave, Floor 4
	Detroit, MI 48226
	John P. Morris
	314-345-3180
	John.p.morris@accenture.com
	CV0062320

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

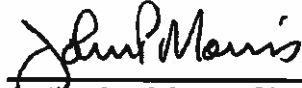
CONTRACT SUMMARY			
DESCRIPTION: This contract is for ongoing SAP maintenance and operational support, including additional enhancements.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 16, 2019	September 15, 2022	7 – 1 Year	September 15, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$17,019,076.00

AGENCY	NAME	PHONE	EMAIL
DTMB	Cassandra Huguelet	(517) 636-6876	HugueletC@michigan.gov
Treasury	Dave Mefford	(517) 636-5546	MeffordD@michigan.gov

FOR THE CONTRACTOR:

Accenture LLP

Company Name



Authorized Agent Signature

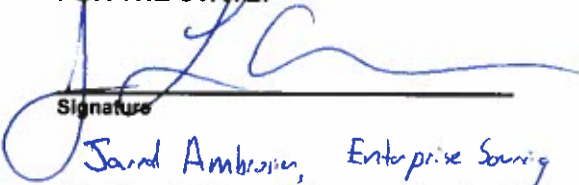
John P. Morris, Managing Director

Authorized Agent (Print or Type)

August 28, 2019

Date

FOR THE STATE:



Signature

Heather Calahan, Enterprise Sourcing Director

Heather Calahan, Category Director [I]

Name & Title

DTMB Procurement

Agency

9-12-19

Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Procurement

Contract No. 171-19000001389

SAP Maintenance & Operations Support

Contract Manager Name: Matt Weiss

Telephone Number: 517-256-9895

DTMB-Procurement Telephone Number 1-855-MI-PURCH (1-855-647-8724)

E-Mail Address: weissm4@michigan.gov

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STATE OF MICHIGAN

Contract No. 171-190000001389
SAP Maintenance & Operations Support

CONTRACT TERMS

This IT Professional Services Contract (the “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Accenture LLP (“**Contractor**”), an Illinois limited liability partnership. This Contract is effective on September 16, 2019 (“**Effective Date**”), and unless terminated, expires on September 15, 2022 (the “**Term**”).

This Contract may be renewed for up to seven (7) additional one (1) year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

The parties agree as follows:

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

“**Affiliate**” means any entity, whether incorporated or not, that is controlled by, controls, or is under common control with a party, and “control” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership or otherwise.

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

“**Change**” has the meaning set forth in Section 5).

“**Change Notice**” has the meaning set forth in Section 5)b).

“**Change Proposal**” has the meaning set forth in Section 5)a)).

“**Change Request**” has the meaning set forth in Section 5).

“**Confidential Information**” has the meaning set forth in Section 1)a)).

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

“**Contract Administrator**” has the meaning set forth in Section 7).

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

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

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

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

“Financial Audit Period” has the meaning set forth in **Section 24**).

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

“Personally Identifiable Information” or **“PII”** means any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements listed in this definition.

“Program Manager” has the meaning set forth in **Section 8**).

“Services” means any of the services Contractor, or any Subcontractor, is required to or otherwise does provide under this Contract, or the Statement of Work.

“Service Level Agreement” means the service level agreement attached as **Schedule B** to this Contract, setting forth Contractor’s obligations with respect to the provision of Services as required by the Contract.

“Software” means the SAP software, and any other Software listed in **Schedule A**, the Statement of Work, for which Contractor will provide Services.

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

“State Data” has the meaning set forth in **Section 21)a)**).

“Statement of Work” has the meaning set forth in **Section 2**).

“Stop Work Order” has the meaning set forth in **Section 14**).

“Subcontractor” has the meaning set forth in **Section 6)f)** .

“Transition Responsibilities” has the meaning set forth in **Section 17**).

“Unauthorized Removal” has the meaning set forth in **Section 6)e)ii)**.

“Unauthorized Removal Credit” has the meaning set forth in **Section 6)e)iii)**.

“Work Product” means any (i) customizations, extensions and configurations to the Software; (ii) development operations (DevOps) tools and custom code, including but not limited to, build automation, code review, security scanning, test automation, front-end code; (iii) any and all content created for the State, including but not limited to, images, assets and copy; and (iv) reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

- 2) **Statement of Work.** Contractor shall provide the Services and Deliverables pursuant to the Statement of Work attached as **Schedule A** to this Contract (the **“Statement of Work”**). The terms and conditions of this Contract will apply at all times to the Statement of Work entered into by the parties under this Contract. The State shall have the right to terminate the Statement of Work as set forth in **Sections 15) and 16)** of this Contract.

- 3) **Statement of Work Requirements.** The Statement of Work will include the following:
- a) A detailed description of the Services to be provided by Contractor;
 - b) A detailed description of the Deliverables to be developed or otherwise provided by Contractor, including any required milestone dates associated with such Deliverable;
 - c) Fees payable under the Statement of Work, the manner in which such Fees will be calculated, the due dates for payment and any invoicing requirements, including any milestones on which any such Fees are conditioned, and such other information as the parties deem necessary; and
 - d) A detailed description of all state resources required to complete the Services and Deliverables set forth in the Statement of Work, State Responsibilities, and underlying assumptions.
- 4) **Services.**
- a) Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State:
 - i) the maintenance and Support Services as set forth in the Statement of Work in accordance with the Service Level Agreement, attached as **Schedule B**;
 - ii) such other services as may be specified in the applicable Statement of Work.

To the extent the State or its agent (other than Contractor) fails to timely perform one or more responsibilities described in this Contract or the SOW, or any of the assumptions set forth in the SOW are inaccurate or incomplete in any material respect, Contractor shall be excused from failure to perform any affected obligations under this Contract and the SOW, and may request a Change Notice to receive an equitable adjustment in the performance schedule, and/or to charge for additional resources used or costs and expenses reasonably incurred to address such event.

- 5) **Change Control Process.** The State may at any time request in writing (each, a “**Change Request**”) changes to the Statement of Work, including changes to the Services and Deliverables under the Statement of Work (each, a “**Change**”). Upon the State’s submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 5**.
- a) As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change (“**Change Proposal**”), setting forth:
 - i) a written description of the proposed Changes to any Services or Deliverables;
 - ii) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under the Statement of Work;
 - iii) any increase or decrease in fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change; and
 - iv) any additional State Resources Contractor deems necessary to carry out such Changes.
 - b) Within thirty (30) Business Days following the State’s receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State’s approval of the Change

Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Program Manager and will constitute an amendment to the Statement of Work to which it relates;

- c) If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:
 - i) require Contractor to perform the Services under the Statement of Work without the Change;
 - ii) require Contractor to continue to negotiate a Change Notice;
 - iii) initiate a Dispute Resolution Procedure; or
 - iv) notwithstanding any provision to the contrary in the Statement of Work, terminate the Statement of Work under **Section 16**).
- d) No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its commercially reasonable efforts to limit any delays from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.
- e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective specifications.
- f) Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

6) **Performance of Services.**

- a) **Performance Warranty.** Contractor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract and the specifications set forth in the applicable Statement of Work. For any material breach of this warranty that is brought to Contractor's attention in writing within thirty (30) days after the performance of such Services, the State may, at its option, either terminate the Statement of Work pursuant to the termination for cause provision herein, or require Contractor to provide replacement personnel satisfactory to the State within thirty (30) calendar days of Contractor's receipt of notification from the State. Whether or not the departing Contractor personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the State. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge the State for those hours; otherwise, the State shall pay for all actual hours worked prior to the State's notification of a replacement request to Contractor.

b) **State Standards**

- i) The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

- ii) To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html. All Contractor personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.
- iii) The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor's Deliverables must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

c) Contractor Personnel

- i) Contractor is solely responsible for all Contractor personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.
 - ii) Prior to any Contractor personnel performing any Services, Contractor will:
 - (1) verify that such Contractor personnel working with State Data or that may have access to State Buildings have the legal right to work in the United States;
 - (2) require such Contractor personnel to have on file with Contractor executed written agreements, in form and substance acceptable to the State, that bind such Contractor personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
 - (3) require such Contractor personnel to have on file with Contractor executed written agreements, in form and substance acceptable to the State, regarding work-for-hire and intellectual property rights assignment, giving the State rights consistent with those set forth in **Section 10**.
 - iii) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures. Any new or changed policy that materially affects the Services will be addressed through a Change Request.
 - iv) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable for any lawful reason. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.
- d) **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any State Data or database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see

Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. Contractor will: (i) not assign anyone who does not pass the background check to any State project under this Contract and (ii) certify to the State the compliance with the process. The scope of a background check is at the discretion of the State and confirmation that the check was completed must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks as agreed in advance with Contractor. In cases of potential security concerns arising after work on State property or with State Data, Contractor will perform an expedited background check and respond to the State's concerns as promptly as practicable.

e) **Contractor's Key Personnel**

- i) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- ii) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 15**).
- iii) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 15**), Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):
 - (1) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be 3 months' of the Key Personnel's rate according to the invoice schedule per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
 - (2) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the credit specified above, Contractor will credit the State \$1,000 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$30,000 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed the annual cost of the particular Key Personnel's rate according to the invoice schedule per individual.
- iv) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection iii)** is a reasonable estimate of and compensation for the

anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

- f) **Subcontractors.** Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any third party other than an Affiliate of Contractor who will not have access to State Data to perform Services (including to create any Deliverables). The State's approval of any such third party (each approved third party or Affiliate, a "**Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:
- i) be responsible and liable for the acts and omissions of each such Subcontractor (including such Subcontractor's employees who, to the extent providing Services or creating Deliverables, shall be deemed Contractor personnel) to the same extent as if such acts or omissions were by Contractor or its employees;
 - ii) be responsible for all fees and expenses payable to each Subcontractor in connection with this Contract; and
 - iii) prior to the provision of Services or creation of Deliverables by any Subcontractor, if requested by the State:
 - (1) obtain from such Subcontractor confidentiality, work-for-hire and intellectual property rights assignment agreements, in form and substance acceptable by the State, giving the State rights consistent with those set forth in **Section 10**) and, upon request, provide the State with a fully-executed copy of each such contract; and
 - (2) with respect to all Subcontractor employees providing Services or Deliverables, comply with its obligations under **subsections c)** and **d)** above.

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

If to State:	If to Contractor:
Matt Weiss 525 W Allegan Street Lansing, MI 48933 Email: weissm4@michigan.gov Phone: (517) 256-9895	Kristine Handy 1001 Woodward Ave. 4th Floor Street Address Detroit, MI 48226 [City, State, Zip] Email: Kristnie.handy@accenture.com Phone: 517 256 9273

- 7) **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Matt Weiss 525 W Allegan Street Lansing, MI 48933	Kristine Handy 1001 Woodward Ave. 4 th Detroit, MI 48226

Email: weissm4@michigan.gov Phone: (517) 256-9895	Email: Kristnie.handy@accenture.com Phone: 517 256 9273
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- 8) **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract, and approve any Change Notice to the Statement of Work (each a “**Program Manager**”):

State:	Contractor:
Cassandra Huguelet 7285 Parsons Dr. Dimondale, MI 48821 Email: HugueletC@michigan.gov Phone: (517) 636-6876	Latish Adnani 1001 Woodward Ave. 4 th Floor Detroit, MI 48226 Email: latish.adnani@accenture.com Phone: 847-630-9955
Dave Mefford 7285 Parsons Dr. Dimondale, MI 48821 Email: MeffordD@michigan.gov Phone: (517) 636-5546	

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

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, including: (1) unauthorized access or use of a computer system or network, (2) denial of service attacks, (3) receipt or transmission of malicious code, (4) failure to protect confidential, personal or corporate information, (5) wrongful collections of confidential, personal, or corporate information, (6) violation of privacy laws, statutes, or regulations in connection with an

	event described in (4) or (5) above, and (7) media liability.
--	---

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

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

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

- 10) **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and for payments to any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 11) **Intellectual Property Rights.** The State is and will be the sole and exclusive owner of all right, title, and interest in and to all API and Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:
 - (1) Contractor will create all API and Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and
 - (2) to the extent any API, Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:
 - (3) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such API or Work Product, including all Intellectual Property Rights; and
 - (4) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the API or Work Product.

Deliverables and Work Product do not include Contractor Technology, and Contractor or its licensors retain all rights in and to all Contractor Technology. "Contractor Technology" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. To the extent that the State must use Contractor Technology to use Deliverables or Work

Product in a manner consistent with what was contemplated by the Parties at the time of the Acceptance of the Deliverables or Work Product, and upon payment of all fees by the State as required by the terms of this Contract, Contractor grants the State a perpetual, royalty-free, worldwide license to use said Contractor Technology for any governmental purpose. Each party is free to use concepts, techniques, and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. Contractor is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain State Confidential Information.

- 12) **Acceptance.** Acceptance for all Services and Deliverables is set forth in Exhibit A, the Statement of Work.
- 13) **Terms of Payment.** Invoices must conform to the requirements set forth in the Statement of Work. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Services and Deliverables performed as specified in the Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if the Services and Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all prices are exclusive of taxes, if any, and the State is responsible for all sales, use, excise, value added, and any other similar taxes, duties and charges of any kind imposed by any tax authority on any amounts payable by the State directly to Contractor under this Contract, if any. If the Services purchased under this Contract are determined to be subject to taxation, applicable taxes shall be billed as a separate item on the invoice, and Contractor shall collect and remit such taxes payable by the State to such taxing authority. To the extent that the State, in a timely manner, delivers to Contractor a valid and applicable tax exemption certificate evidencing the above exemption, Contractor will not assess such tax on its invoicing.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Services or Deliverables. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

- 14) **Stop Work Order.** The State may suspend any or all activities under at the Statement of Work at any time. The State will provide Contractor a written stop work order detailing the suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Statement of Work. The State will not pay for Services

or Deliverables, Contractor's lost profits, or any additional compensation during a stop work period. Contractor shall make good faith efforts to mitigate any costs associated with a Stop Work Order. Subject to such efforts, to the extent funds are available, the State will compensate Contractor for its reasonable costs of ramping up or down to comply with the Stop Work Order and any cancellation thereof.

- 15) **Termination for Cause.** The State may terminate this Contract, in whole or in part (including the Statement of Work), if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any State location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct during the course of the Services that may expose the State to liability; (d) breaches any of its material duties or obligations under this Contract or the Statement of Work. The State may Terminate this Contract for Cause if Contractor fails to cure such breach within (30) days or as specified in the notice of breach, whichever is longer; provided, however, that if the State, in its sole discretion determines that Contractor violated this Section 15(a), the State may immediately suspend access to State buildings, State Data, and SAP's HANA cloud. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period (either one being the "Cause Termination Date"). If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 16), Termination for Convenience.

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

- 16) **Termination for Convenience.** The State may terminate this Contract, in whole or in part (including the Statement of Work), without penalty and for any reason, including but not limited to, appropriation or budget shortfalls with 90 days written notice to Contractor (the "Contractor Notice Period"), provided, however that in the event of a budget shortfall or legislative or executive action that fails to appropriate funds (each a "Non-Appropriation Event"), the State may terminate this Contract by providing notice within a reasonable timeframe after such Non-Appropriation Event and Contractor must terminate Services at the end of the State's specified Contractor Notice Period (which may be immediate). The termination notice will specify whether Contractor must: (a) cease performance of the Services at the end of the Contractor Notice Period, or (b) continue to perform the Services in accordance with **Section 18)**, Transition Responsibilities (the "Convenience Termination Date"). If the State terminates this Contract for convenience, the State will pay (a) for all Accepted Services rendered, Deliverables accepted, and (b) all reasonable costs, as agreed to by the State for State approved Transition Responsibilities. Notwithstanding the foregoing, if the State terminates this Contract for a Non-Appropriation Event, the State will pay the Contractor for the above costs only to the extent funds are available.
- 17) **Termination by Contractor.** Contractor may terminate this Contract including all associated Statements of Work, only if the following requirements are met: (a) Contractor does not receive payment from the State pursuant to **Section 13** of this Contract or the State breaches Contractor's intellectual property rights as set forth in **Section 11)** of this Contract; (b) the Parties have completed the Dispute Resolution process outlined in **Section 36** of this Contract; (c) Contractor provides thirty (30) days

written notice of its intention to terminate should the State not resolve Contractor's concerns ("State's Notice and Right to Cure Period"); and (d) the State does not resolve Contractor's concerns prior to expiration of the State's Notice and Right to Cure Period.

- 18) **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, except the State's failure to pay Contractor undisputed amounts, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services, training, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). If the State requests Contractor to provide transition assistance that exceeds that specified in subsections (a) through (e) above, the parties must mutually agree to such work. This Contract will automatically be extended through the end of the transition period.
- 19) **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all third party actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right of any third party ("Infringement Claim"); (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to negligence or willful misconduct by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable). Contractor will have no liability to the State under this section to the extent that the Infringement Claim is based upon: (I) modifications to any item made by the State without the prior knowledge and approval of the Contractor in a manner that causes the infringement; (II) use of any item in combination with any hardware, software, or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item as reflected in this Contract; (III) the failure of the State to use corrections or enhancements to such item that are made available by Contractor, provided Contractor has given the State written notice of such correction or enhancement and such correction or enhancement will not negatively impact the item; (IV) Contractor's compliance with designs, specifications or direction provided by the State or Contractor's use of materials provided by the State; or (V) use of the item for other than its intended use as reflected under this Contract.

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

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; and (iii) employ its own counsel at the State's sole expense. Contractor will not, without

the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

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

- 20) **Infringement Remedies.** If, in either party's opinion, any of the Services or Deliverables supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the Services or Deliverables, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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. With the exception of Termination for Cause, Sections 19 and 20 constitute the State's sole and exclusive remedies and Contractor's entire liability with respect to an Infringement Claim.
- 21) **Limitation of Liability and Disclaimer of Damages.** NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. EXCEPT WITH RESPECT TO CONTRACTOR'S INFRINGEMENT, OBLIGATIONS AS SET FORTH IN SECTION 20, INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 19(b) AND 19(c), AND STATE DATA LOSS RESPONSIBILITIES, AS SET FORTH IN SECTION 22, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAID UNDER THE APPLICABLE STATEMENT OF WORK DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- 22) **State Data.**
- a) Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes the State's data collected, used, processed, stored, or generated as the result of the Services. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b) Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in confidence, using such degree of care as is consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract and any applicable Statement of Work; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c) Compromise of State Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is reasonably suspected to compromise the

security, confidentiality, or integrity of State Data (State Data Loss), Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; and (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise reasonably required by the State. To the extent a State Data Loss is caused by Contractor's breach of any of its obligations under this Contract with respect to State Data, Contractor will (c) in the case of PII, at the State's sole election, (i), assist with notification of the affected individuals who comprise the PII as determined by mutual agreement of the parties as soon as practicable but no later than is required to comply with applicable law; or (ii) reimburse the State for the reasonable cost of providing notifications of the State Data Loss to the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services designed to protect against potential fraud associated with identity theft crimes to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any reasonable costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all third party claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; and (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This Section survives termination or expiration of this Contract. Notwithstanding anything to the contrary set forth in this Section or any other provision of this Contract, in no event will Contractor's State Data Loss obligations or liability exceed \$10 million in the aggregate.

23) **Non-Disclosure of Confidential Information.**

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

- a) Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information,

- b) Obligation of Confidentiality. The parties agree to exercise reasonable care in keeping all Confidential Information confidential, to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care, and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c) Cooperation to Prevent Disclosure of Confidential Information. Each party must use its commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party promptly (except in the case of FTI for which Contractor will notify the State within twelve (12) hour of discovery) in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d) Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek to obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the termination, without liability to the State, of this Contract or the Statement of Work corresponding to the breach.
- e) Surrender of Confidential Information upon Termination. Upon termination of this Contract or the Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, each party's ability to destroy the other party's Confidential Information may be restricted by its retention and disposal schedule, in which case such Confidential Information will be protected in accordance with these Contractor Terms and then will be destroyed after the retention period expires.

24) Data Privacy and Information Security.

- a) Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality and security as further described in this Contract, the Statement of Work, and Schedule C, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) protect the security and confidentiality of the State Data; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) provide for the proper disposal of

State Data; and (e) ensure that all Contractor Personnel comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State as made available to Contractor, and Contractor must at all times comply with all applicable State IT Policies, Standards, and Procedures. Contractor may submit a Change Request to the State if any new or changed safeguards or policy materially affects the Services. Controlled PSPs related to this Contract are the State's Confidential Information.

- b) Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. During the providing of Services, on an ongoing basis from time to time and with reasonable notice, the State, at its own expense, is entitled to perform, or to have performed by a third party, as mutually agreed to by the parties, , an on-site audit of Contractor's data privacy and information security program solely as it relates to the Services and limited to systems supporting the State, so long as such audit neither unreasonably disrupts Contractor's business, nor exposes any such auditors to confidential information of Contractor's other clients. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- c) Audit Findings. With respect to State Data, Contractor will review with the State any safeguards as identified by the State or by any audit of Contractor's data privacy and information security program and will implement such safeguards as mutually agreed.
- d) State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to terminate this Contract or the Statement of Work for cause if the State determines that Contractor fails or has failed to meet its obligations under this Section.

- 25) **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 3 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor and any entity that performs Services in connection with this Contract, including any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor of Contractor that performs Services in connection with this Contract.

- 26) **Warranties and Representations.** Contractor represents and warrants to the State that: (a) It will perform all Services in a professional and workmanlike manner in accordance with generally-accepted industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under the applicable

Statement of Work, and fails to successfully re-perform any Services not in accordance with this warranty brought to its attention in writing within thirty (30) days after such Services are performed; (b) the Services and Deliverables provided by Contractor will not knowingly infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (c) it has the full right, power, and authority to enter into this Contract, to grant the rights granted under this Contract, and to perform its contractual obligations; (d) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and (e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under **Section 15**), Termination for Cause. TO THE EXTENT PERMITTED BY LAW, THE CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTIES NOT LISTED HEREIN.

Contractor's warranties with respect to the Deliverables shall not apply to the extent any non-compliance is caused by (i) a modification to a Deliverable made by anyone other than Contractor personnel or a party expressly authorized by Contractor personnel, (ii) a use that is not contemplated in or permitted by, or necessary for the State to use the Service defined in, this Contract, (iii) errors or defects in State-supplied inputs or component parts, or (iv) any upgrade, modification or other change to any underlying application following acceptance of the Deliverable. Contractor's warranty is null and void to the extent the State places Deliverables into productive use prior to the acceptance of such Deliverables.

- 27) **Assignment.** Contractor may not assign this Contract to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.
- 28) **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so,, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor or for other internal corporate purposes, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 29) **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. To the best of Contractor's knowledge, there exists no undisclosed actual or potential conflict between Contractor and the State, and the Services under this Contract, and in the event of change in either Contractor's private interests or Services under this Contract, Contractor will inform the State regarding possible conflict of interest which may arise as a result of the change. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Services in connection with this Contract.
- 30) **Compliance with Laws.** Each party must comply with all federal, state and local laws, rules and regulations applicable to such party's businesses and/or organization.

- 31) **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 32) **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 33) **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 34) **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.
- 35) **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors.
- 36) **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 Business Days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators and either concludes that resolution is unlikely, or fails to respond within 15 Business Days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 37) **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. Neither party will use the other party's name for marketing or in news releases outside its organization without express prior written consent of the other party.
- 38) **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 39) **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

- 40) **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, payment, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 41) **Schedules.** All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Service Level Agreement, Service Credit Amounts
Schedule C	Safeguarding Contract Language Exhibit 7 of IRS Publication 1075; Safeguard Requirements of Confidential Tax Data
Schedule D	Data Security Requirements

- 42) **Entire Agreement.** This Contract, including the Statement of Work and other Schedules listed in **Section 41**), constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of the Statement of Work or other document identified herein, the following order of precedence governs: (a) first, this Contract and Schedule C, but excluding the other Schedules, (b) second, the Statement of Work, (c) third the remaining Schedules. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

Schedule C - Safeguarding Contract Language Exhibit 7

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) Any remote access where FTI is accessed over the remote connection must be performed using multi-factor authentication.
- Remote access is defined as any access to an agency information system by a user communicating through an external network, for example, the Internet.
- FTI cannot be accessed remotely by agency employees, agents, representatives, or contractors located offshore—outside of the United States territories, embassies, or military installations. Further, FTI may not be received, processed, stored, transmitted, or disposed of by IT systems located offshore.
- (11) Contractor must provide certification that contractor personnel accessing FTI and contractor information systems containing FTI are all located within the United States or territories, given that FTI is not allowed offshore.
- (12) Contractor will ensure that no FTI is present or introduced into any environment that is available to be accessed off-shore.
- (13) Contractor will use an automated tool to scan software for malicious code before transmission to the State of Michigan.
- (14) All files delivered to the State of Michigan will be through a secure and encrypted file transfer process.
- (15) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this

contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information,

the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 10](#)) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT)

assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

SAFEGUARD REQUIREMENTS OF CONFIDENTIAL TAX DATA

This section sets forth the safeguard requirements for handling, storage, and processing of confidential tax information for a Contractor and their subcontractor(s) and is incorporated as an integral part of the Contract. It will facilitate administration and enforcement of the laws of the State of Michigan in a manner consistent with the applicable statutes, regulations, published rules and procedures or written communication.

I. Authority

Authority for the Michigan Department of Treasury to require that this section be included in the Contract is contained in 1941 PA 122, as amended, MCL 205.28(1)(f), which subjects current or former contractors to the same restrictions and penalties imposed upon department employees regarding the treatment of confidential information. A private contractor or its employees are strictly prohibited from disclosing taxpayer information to a third party. The prohibition against disclosure does not bar an employee of a private contractor with whom the State of Michigan (State) contracts that processes tax returns or payments pursuant to the Contract from having access to confidential information that is reasonably required for the processing or collection of amounts due this State. Private contractors and any subcontractors will follow Treasury guidelines for Authorized representatives.

II. Confidentiality

It is agreed that all information exchanged under this section will be kept confidential in accordance with the confidentiality provisions contained in the Revenue Act, MCL 205.28(1)(f)-which states in part;

“Except as otherwise provided in this subdivision, an employee, authorized representative, or former employee or authorized representative of the department or anyone connected with the department will not divulge any facts or information obtained in connection with the administration of a tax or information or parameters that would enable a person to ascertain the audit selection or processing criteria of the department for a tax administered by the department.”

Confidential information obtained under this contract will not be disclosed except as required by state law, or in the proper administration of applicable laws, promulgated rules and procedures. In the event, confidentiality statutes are amended, Treasury will notify Contractor of any changes. No employee, agent, authorized representative or legal representative of Contractor will disclose any information obtained by virtue of this section to any other division within their company or any other governmental agency, department or unit within such governmental agency whether local, state, federal or foreign, department or unit within such governmental agency, or any unauthorized third party. No tax returns or tax return information accessed by Contractor will be duplicated or disseminated within or outside the company without the written approval of the Contract Compliance Inspector. Tax returns and tax return information remain the property of Treasury.

Contractor may use a taxpayer's name, address and Social Security number or employer identification number to the extent necessary in connection with the processing and mailing of forms for any report or return required in the administration of any tax in the performance of the Contract. The use of the Social Security number must be in accordance with the state Social Security Number Privacy Act 454 of 2004, as amended.

Confidential information obtained under this agreement will not be disclosed in part of a report or document that is subject to FOIA.

The penalties for violating the confidentiality provisions of the Revenue Act are contained in, MCL 205.28(2) and MCL 205.27(4). MCL 205.28(2) states:

“A person who violates subsection (1)(e), (1)(f), (4) or (5) is guilty of a felony, punishable by a fine of not more than \$5,000.00, or imprisonment for not more than 5 years, or both, together with the costs of prosecution. In addition, if the offense is committed by an employee of this state, the person will be dismissed from office or discharged from employment upon conviction.”

MCL 205.27(4) states:

A person who is not in violation pursuant to subsection (2), but who knowingly violates any other provision of this act, or of any statute administered under this act, is guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00, or imprisonment for not more than 1 year, or both.

Information received by Treasury from the U.S. Internal Revenue Service, pursuant to section 6103(d) of the Internal Revenue Code or any other federal agency will not be subject to the exchange.

III. Procedure for Security

Contractor will safeguard any tax return information obtained under the Contract as follows:

- A. Access to the tax returns and tax return information will be allowed only to those authorized employees and officials of Contractor who need the information to perform their official duties in connection with the uses of the information authorized in this Contract.
- B. Any records created from tax returns and tax return information will be stored in an area that is physically safe from access by unauthorized persons during duty hours and locked in a secure area during non-duty hours, or when not in use.
- C. Any records matched and any records created by the match will be processed under the immediate supervision and control of authorized personnel in a manner in which will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal or other means.
- D. All personnel who will have access to the tax returns and tax return information and to any records created by the tax return information will be advised annually of the confidential nature of the information, the safeguards required to protect the information and the civil and criminal sanctions for noncompliance contained in MCL 205.28 (2) and MCL 205.27(4) and will sign confidentiality certifications.
- E. All confidential information, electronic and paper, will be secured from unauthorized access and with access limited to designated personnel only. State tax return information will not be commingled with other information. All Michigan tax returns and return information will be marked as follows: **CONFIDENTIAL - DO NOT DISCLOSE - MICHIGAN TREASURY TAX RETURN INFORMATION**
- F. Treasury, Office of Privacy and Security or Contract Compliance Inspector may make onsite inspections or make other provisions to ensure that adequate safeguards are being maintained by the Contractor.
- G. The Treasury Office of Privacy and Security may monitor compliance of systems security requirements during the lifetime of the Contract or any extension.
- H. Contractor will also adopt policies and procedures to ensure that information contained in their respective records and obtained from Treasury and taxpayers will be used solely as stipulated in the Contract.

IV. Computer System Security of Tax Data

The identification of confidential tax records and defining security controls are intended to protect Treasury tax return information from unlawful disclosure, modification, destruction of information and unauthorized secondary uses.

Computer system security and physical security of tax data stored and processed by Contractor must be in compliance with the following security guidelines and standards established by Treasury. These guidelines apply to any computer system developed by Contractor, either through its own systems staff, or through a contractor, subcontractor or vendor):

A. Controlled Access Protection

All computer systems processing, storing and transmitting Michigan tax information must have computer access protection controls. These security standards are delineated in the National Institute of Standards and Technology (NIST) Special Publications number 800-53 "Recommended Security Controls for the Federal Information Systems" at <http://csrc.nist.gov/publications/PubsSPs.html>. To meet these standards, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation.

- 1) **Security Policy** – A security policy is a written document describing the system in terms of categories of data processed, users allowed access and access rules between the users and the data. Additionally, it describes procedures to prevent unauthorized access by clearing all protected information on objects before they are allocated or reallocated out of or into the system. Further protection must be provided where the computer system contains information for more than one program/project, office, or Agency and that personnel do not have authorization to see all information on the system.
- 2) **Accountability** – Computer systems processing Michigan tax information must be secured from unauthorized access. All security features must be available (audit trails, identification and authentication) and activated to prevent unauthorized users from indiscriminately accessing Michigan tax information. Everyone who accesses computer systems containing Michigan tax information is accountable. Access controls must be maintained to ensure that unauthorized access does not go undetected. Computer programmers and contractors who have a need to access databases, and are authorized under the law, must be held accountable for the work performed on the system. The use of passwords and access control measures must be in place to identify who accessed protected information and limit that access to persons with a need to know.

a) On-line Access –Users will be limited to any Treasury on-line functions, by limiting access through functional processing controls and organization restrictions.

Any employee granted access privileges through the Contractor's Security Administrator will be approved for access and viewing rights to Treasury on-line systems by the Department of Treasury, Office of Privacy and Security.

b) Operating Features of System Security

Contractor must meet the following levels of protection with respect to tax return information. Individual user accountability must be ensured through user identification number and password.

- i. Access rights to confidential tax information must be secured through appropriate levels of authorization.
- ii. An audit trail must be maintained of accesses made to confidential information.

- iii. All confidential and protected information must be cleared from a system before it is used for other purposes not related to the enforcement, collection or exchange of data not covered by this section or by an addendum to this Contract.
- iv. Hard copies made of confidential tax return information must be labeled as confidential information.
- v. Confidential Treasury tax information will be blocked or coded as confidential on system.
- vi. Any computer system in which Michigan tax return information resides must systematically notify all users upon log-in of the following disclosure penalties for improperly accessing or making an authorized disclosure of Michigan tax return information:

NOTICE TO EMPLOYEES AND AUTHORIZED REPRESENTATIVES

This system contains Michigan Department of Treasury tax return information. **DO NOT DISCLOSE OR DISCUSS MICHIGAN RELATED TAX RETURN INFORMATION** with unauthorized individuals. The Revenue Act at MCL 205.28(1)(f) prohibits such disclosure.

MICHIGAN PENALTIES

A person making a willful unauthorized disclosure or inspection (browsing) of tax return information may be charged with the following Michigan penalties:

- Criminal penalties up to \$5,000 and/or imprisonment for 5 years, plus costs and dismissal from employment if it is found that a current or former employee or authorized representative has made an unauthorized disclosure of a tax return or tax return information or divulged audit selection or processing parameters. [MCL 205.28(2)]
- A misdemeanor, punishable by a fine of not more than \$1,000.00, or imprisonment for not more than 1 year, or both if the person is not in violation pursuant to MCL 205.27(2), but who knowingly violates any other provision of this act, or of any statute administered under this act.

This statement is subject to modification. A confidentiality statement, subject to modification, will be sent as needed by the Security Administrator to all employees, contractors, and legal representatives of Contractor.

- 3) **Assurance** – Contractor must ensure that all access controls and other security features are implemented and are working when installed on their computer system. Significant enhancements or other changes to a security system must follow the process of review, independent testing, and installation assurance. The security system must be tested at least annually to assure it is functioning correctly. All anomalies must be corrected immediately.
 - a) The Contractor must initiate corrective action for all non-conformities as soon as detected and immediately advise the Contract Compliance Inspector. Notice of the corrective action must be provided to the Contract Compliance Inspector. All non-conformities must be reported to the Contract Compliance Inspector with the following:

- a. Duration of non-conformity/interruption
- b. Reason for non-conformity/interruption
- c. Resolution.

All non-conformities to the specifications/tasks of the Contract must be corrected within four (4) hours. The State recognizes there will be instances when adherence to this time frame will not be possible. However, the State will only tolerate this on an exception basis. To request an exception to this time frame, the Contractor must submit a detailed project plan to address the non-conformity within four (4) hours to the Contract Compliance Inspector for approval.

- 4) **Documentation** – Design and test documentation must be readily available to the state. The developer or manufacturer should initially explain the security mechanisms, how they are implemented and their adequacy (limitations). This information should be passed on to the security officer or supervisor. Test documentation should describe how and what mechanisms were tested and the results. If recognized organizations/tests/standards are used, then a document to that effect will suffice. For example, a system that has been tested and certified as meeting certain criteria may have a document stating this fact, without detailed tests/results of information. Contractor, however, must ensure the documentation covers the exact system and that it includes the specific computer system used by Contractor.

Additionally, documentation must include a security administrator's guide. The security administrator's guide is addressed to the System's Administrator and Security Officer and will describe the protection mechanisms provided by the security system, guidelines on their use and how they interact. This document will present cautions about security functions and describe privileges that should be controlled when running a secure system. The document will be secured and locked at all times with access rights only by the Systems Administrator and Security Officer.

Note: When a security system is designed or purchased for a specific computer or computer system, the security mechanisms must be reviewed by the State to ensure that needed security parameters are met. An independent test should be implemented on the specific computer or computer system to ensure that the security system meets the security parameters within this contract and developed with the computer system. The test may be arranged by the developer but must be done by an independent organization. Contractor must assign responsible individuals (Security Officers) with knowledge of information technology and applications to oversee the testing process. These individuals must be familiar with technical controls used to protect the system from unauthorized entry.

Finally, contingency and backup plans must be in place to ensure protection of Michigan tax information.

V. Electronic Transmission of Michigan Tax Information

The two acceptable methods of transmitting Michigan tax information over telecommunications devices are encryption and using guided media. Encryption involves altering data objects in a way that the objects become unreadable until deciphered with the appropriate software at the intended destination. Guided media involves transmission of data over twisted pair cable, coaxial cable or end to end fiber optics which are typically used in secure computer networks like the state's Local Area Network (LAN), telephone systems, and television distribution.

Cryptography standards have been adopted by the IRS and can be used to provide guidance for encryption, message authentication codes or digital signatures and digital signatures with or without an associated certification infrastructure. For further information, see IRS Publication 1075 at the IRS web site.

Unencrypted cable circuits of fiber optics are an acceptable alternative for transmitting Michigan tax information. Adequate measures must be taken to ensure that circuits are maintained on cable and not converted to unencrypted radio or microwave transmission. Additional precautions should be taken to protect the cable, i.e., burying the cable underground or in walls or floors and providing access controls to cable vaults, rooms and switching centers.

Remote Access

Accessing databases containing Michigan tax information from a remote location – that is, a location not directly connected to the Local Area Network (LAN) will require adequate safeguards to prevent unauthorized entry.

For remote access, the contractor is required to use an identification security card that requires both PIN and card in possession. The State identified and approved methods for remote vendor access are as follows:

- SecureID through VPN – State provided SecureID token and VPN software with split tunneling enabled in order to access State of Michigan resources. Appropriate Acceptable Use policies and signoffs are required
- Follow-the Sun SecureID – Vendor is provided with VPN software and a SOM technical resource coordinates with the DTMB Client Service Center to provide secure ID code access to specific State of Michigan resources. Appropriate Acceptable Use Policies and signoffs are required.

A. Portable Computer Devices

Any entrusted confidential information collected or accessed during this Contract must be encrypted when stored on all storage devices and media. This includes, but not limited to, disk drives for servers and workstations, and portable memory media (PDAs, RAM drives, memory sticks, etc.).

VI. Record Keeping Requirements for Information Received

Each Contractor, requesting and receiving information will keep an accurate accounting of the information received. The audit trail will be required which will include the following information:

- a. Taxpayer's name
- b. Identification number
- c. Information requested
- d. Purpose of disclosure request
- e. Date information received
- f. Name of Division and employee making request
- g. Name of other employees who may have had access
- h. Date destroyed
- i. Method of destruction

The Contractor will adopt and implement formal procedures to:

- Ensure proper handling of tax returns and tax return information;
- Secure and safeguard information from unauthorized use; and

- Ensure appropriate destruction of information and materials retrieved from Treasury.

A. Electronic Media

Contractor will keep an inventory of magnetic and electronic media received under the Contract.

Contractor must ensure that the removal of tapes and disks and paper documents containing Michigan tax return information from any storage area is properly recorded on charge-out records. Contractor is accountable for missing tapes, disks, and paper documents.

Recordkeeping Requirements of Disclosure Made to State Auditors

When disclosures are made by Contractor to State Auditors, these requirements pertain only in instances where the Auditor General's staff extracts Michigan tax returns or tax information for further review and inclusion in their work papers. Contractor must identify the hard copies of tax records or if the tax information is provided by magnetic tape format or through other electronic means, the identification will contain the approximate number of taxpayer's records, the date of inspection, the best possible description of the records and the name of the Auditor(s) making the inspection.

The Disclosure Officer must be notified, in writing, of any audits done by auditors, internal or otherwise, of Contractor that would involve review of Treasury processing parameters.

VII. Contract Services

To the extent the Contractor employs an independent agency, consultant, or agent to process confidential information which includes Michigan tax return information; the Contractor will notify the Treasury Disclosure Officer before the execution of any such agreement. Each agreement will include in the agreement the following recommended safeguard provisions:

- A. The identification of confidential tax records and defining security controls are intended to protect Treasury tax return information from unlawful disclosure, modification, destruction of information and unauthorized secondary uses.

Definition of Treasury Tax Return Information as defined in Revenue Administrative Bulletin (RAB) 1989-39:

Taxpayer's identity, address, the source or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, tax withheld, deficiencies, over assessments, or tax payments whether the taxpayer's return was, is being or will be examined or subject to their investigation or processing, or any other data, received by, recorded by, prepared by, furnished to or collected by the agency with respect to a return or with respect to the determination of the existence, or liability (or the amount thereof) of any person under the tax laws administered by the Department, or related statutes of the state for any tax, penalty, interest, fine,

forfeiture, or other imposition or offense. The term "tax return information" also includes any and all account numbers assigned for identification purposes.

- B. An acknowledgment that a taxpayer has filed a return is known as a "fact of filing" and may not be disclosed. All tax return data made available in any format will be used only for the purpose of carrying out the provisions of the Contract between Contractor and the sub-contractor. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract between Contractor and the subcontractor. In addition, all related output will be given the same level of protection as required for the source material.
- C. The subcontractor will certify that the data processed during the performance of the Contract between Contractor and the subcontractor will be completely purged from all data storage components of the subcontractor's computer facility, and no output will be retained by the subcontractor at the time the work is completed.
- D. Destruction of tax data, including any spoilage or any intermediate hard copy printout which may result during the processing of Michigan tax return information, will be documented with a statement containing the date of destruction, description of material destroyed, and the method used. Destruction parameters must meet the standards of Section IX, Disposal of Tax Information, of this agreement.
- E. Computer system security and physical security of tax data stored and processed by the subcontractor must be in compliance with security guidelines and standards established by this contract. See section VI (Record Keeping Requirements for Information Received in Paper Format) for more details.
- F. The Contractor will be responsible for maintaining a list of employees authorized to access Michigan tax return information and will provide a copy of such list to Treasury.
- G. No work involving information furnished under the contract will be subcontracted without the specific approval of Treasury. Contractor and approved subcontractors handling Michigan tax return information will be required to sign the *Vendor, Contractor or Subcontractor Confidentiality Agreement* provided by Treasury, (Form 3337, see Attachment A). The original agreements will be returned to the Disclosure Officer for the Department of Treasury and a copy sent to the Contract Compliance Inspector.

VIII. Transport of Tax Information

In the event, it is necessary to transport confidential tax return information the Contractor is responsible for holding the carrier responsible for safeguarding the records. The Contractor must obtain a signed *Vendor, Contractor or Subcontractor Confidentiality Agreement* (Form 3337, see Attachment A) for each carrier employee who has access to Michigan tax return information. The original agreements will be returned to the Department of Treasury, Disclosure Officer and a copy sent to the Contract Compliance Inspector.

If it is necessary to transfer records and responsibility for transport to a third carrier due to a mishap during transportation, the Contractor is responsible for ensuring safeguard standards remain enforce.

This type of incident will be documented in accordance with the incident reporting guidelines in procedure PT-03253, "Incident Reporting and Handling".

Any such incidents must be reported to the Contract Administrator immediately.

IX. Disposal of Tax Information

Materials furnished to Contractor, such as tax returns, remittance vouchers, W-2 reports, correspondence, computer printouts, carbon paper, notes, memorandums and work papers will be destroyed by burning, mulching, pulverizing or shredding. If shredded, destroy paper using cross cut shredders which produce particles that are 1 mm x 5mm (0.04in x 0.2 in.) in size (or smaller).

Data tracks should be overwritten or reformatted a minimum of three times or running a magnetic strip over entire area of disk at least three (3) times to remove or destroy data on the disk media—Electronic data residing on any computer systems must be purged based on Treasury's retention schedule.

Contractor and its subcontractor(s) will retain all confidential tax information received by Treasury only for the period of time required for any processing relating to the official duties and then will destroy the records. Any confidential tax information that must be kept to meet evidentiary requirements must be kept in a secured, locked area and properly labeled as confidential return information. See Procedure for Security (Section III of this agreement) for more details.

X. Security Responsibility

Contractor will designate a security person who will ensure that each individual having access to confidential tax information or to any system which processes Michigan tax return information is appropriately screened, trained and executes a *Vendor, Contractor or Subcontractor Confidentiality Agreement* (Form 3337, see Attachment A) before gaining access or transaction rights to any process and computer system containing Treasury tax return information.

Each Contractor or their subcontractor(s) employees' access and transaction rights will be reviewed periodically to ensure that there is a need to know Treasury tax return information displayed in any media.

Michigan tax return information will be made available only to individuals authorized by the Contract. Contractor will maintain a list of persons authorized to request and receive information and will update the list as necessary. A copy of the list must be furnished to the Michigan Department of Treasury Disclosure Officer and Contract Compliance Inspector.

XI. Security Breach Notification

The Contractor is required to report to Treasury, on Form 4000, Incident Reporting (Attachment B) any use or disclosure of confidential information, whether suspected or actual, **immediately** after becoming aware of the misuse or disclosure. The Contractor may substitute its internal form for Form 4000 if all pertinent information is included.

The Contractor agrees to immediately contain the breach if it is determined ongoing.

Treasury has the right to terminate the Contract when a breach has occurred, and the Contractor cannot demonstrate proper safeguards were in place to avert a breach. Treasury must approve Contractor's resolution to the breach.

XIII. Certification of Compliance

The Contractor will fully protect State Tax Information (STI) entrusted to them. Each Contractor or subcontractor who will have access to STI must read and sign a confidentiality agreement. This contract requires that all information obtained from the Michigan Department of Treasury under the Revenue Act, PA 122 of 1941, MCL 205.28 (1)(f) be kept confidential. In the event of a security breach involving STI in the possession of the Contractor, the Contractor agrees to provide full cooperation to conduct a thorough security review. The review will validate compliancy with the Contract, and state laws and regulations.

If, as a result of the Contractor's failure to perform as agreed, the State is challenged by a governmental authority or third party as to its conformity to or compliance with State, Federal and local statutes, regulations, ordinances or instructions; the Contractor will be liable for the cost associated with loss of conformity or compliance.

The Contractor understands the cost reflects violation fines identified by the Michigan Social Security Number Privacy Act, 454 of 2004 and the Michigan Identity Theft Protection Act, Act 452 of 2004 as amended.

XI. Effective Date

These Safeguard requirements will be reviewed whenever the Contract modifications include specifications or processes that affect tax data.

Personnel Terms:

1. Contract Compliance Inspector, see Contract Administrator under Contactor Key Personnel
2. Security Administrator, see Contractor Security Officer under Contactor Key Personnel
3. Disclosure Officer see State Project Manager under State Resources/ Responsibilities

Attachment A, Confidentiality Report

Reset Form

Michigan Department of Treasury
3337 (Rev. 10-16)

Vendor, Contractor or Subcontractor Confidentiality Agreement

The Revenue Act, Public Act 122 of 1941, MCL 205.28(1)(f), the City Income Tax Act, Public Act 284 of 1964, MCL 141.674(1), and Internal Revenue Code (IRC) 6103(d), make all information acquired in administering taxes confidential. The Acts and IRC hold a vendor, contractor or subcontractor and their employees who sell a product or provide a service to the Michigan Department of Treasury, or who access Treasury data, to the strict confidentiality provisions of the Acts and IRC. Confidential tax information includes, but is not limited to, information obtained in connection with the administration of a tax or information or parameters that would enable a person to ascertain the audit selection or processing criteria of the Michigan Department of Treasury for a tax administered by the department.

INSTRUCTIONS. Read this entire form before you sign it. If you do not complete this agreement, you will be denied access to Michigan Department of Treasury and federal tax information. After you and your witness sign and date this form, keep a copy for your records. Send the original to the address listed below.

Company Name and Address (Street or RR#, City, State, ZIP Code)		Last Name	First Name
		Driver License Number/Passport Number	Telephone Number
State of Michigan Department	Division	Subcontractor Name if Product/Service Furnished to Contractor	
Describe here or in a separate attachment the product or service being provided to the State of Michigan Agency (Required).			

Confidentiality Provisions. It is illegal to reveal or browse, except as authorized:

- All tax return information obtained in connection with the administration of a tax. This includes information from a tax return or audit and any information about the selection of a return for audit, assessment or collection, or parameters or tolerances for processing returns.
- All Michigan Department of Treasury or federal tax returns or tax return information made available, including information marked "Official Use Only". Tax returns or tax return information shall not be divulged or made known in any manner to any person except as may be needed to perform official duties. Access to Treasury or federal tax information, in paper or electronic form, is allowed on a **need-to-know** basis only. Before you disclose returns or return information to other employees in your organization, they must be authorized by Michigan Department of Treasury to receive the information to perform their official duties.
- Confidential information shall not be disclosed by a department employee to confirm information made public by another party or source which is part of any public record. 1999 AC, R 2005.1004(1).

Violating confidentiality laws is a felony, with penalties as described:

Michigan Penalties

MCL 205.28(1)(f) provides that you may not willfully disclose or browse any Michigan tax return or information contained in a return. Browsing is defined as examining a return or return information acquired without authorization and without a **need to know** the information to perform official duties. Violators are guilty of a **felony** and subject to **fines of \$5,000 or imprisonment for five years, or both**. State employees will be discharged from state service upon conviction.

Any person who violates any other provision of the Revenue Act, MCL 205.1, et seq., or any statute administered under the Revenue Act, will be guilty of a misdemeanor and **fined \$1,000 or imprisonment for one year, or both**, MCL 205.27(4).

City Penalties

MCL 141.674(2) provides that any person divulging confidential City Tax information is guilty of a misdemeanor and subject to a fine not exceeding \$500 or imprisonment for a period not exceeding 90 days, or both, for each offense.

Federal Penalties

If you willfully disclose federal tax returns or tax return information to a third party, you are guilty of a **felony with a fine of \$5,000 or imprisonment for five years, or both, plus prosecution costs** according to the Internal Revenue Code (IRC) §7213, 26 USC 7213.

In addition, inspecting, browsing or looking at a federal tax return or tax return information without authorization is a **felony violation** of IRC §7213A subjecting the violator to a **\$1,000 fine or imprisonment for one year, or both, plus prosecution costs**. Taxpayers affected by violations of §7213A must be notified by the government and may bring a civil action against the federal government and the violator within two years of the violation. Civil damages are the **greater of \$1,000 or actual damages** incurred by the taxpayer, plus the costs associated with bringing the action, 26 USC 7431.

Failure to comply with this confidentiality agreement may jeopardize your employer's contract with the Michigan Department of Treasury.

Certification		
By signing this Agreement, I certify that I have read the above confidentiality provisions and understand that failure to comply is a felony.		
Print name of employee signing this agreement	Signature of person named above	Date signed
Print Witness Name (Required)	Signature of Witness (Required)	Date signed

Submit your form to the following address:
Office of Privacy and Security/ Disclosure Unit
Michigan Department of Treasury
430 W. Allegan Street
Lansing, MI 48922

Questions, contact the **Office of Privacy and Security by telephone, 517-636-4239; fax, 517-636-5340; or email: Treas_Disclosure@michigan.gov**

Attachment B, Incident Report

Michigan Department of Treasury
4000 (Rev. 05-14)

Reset Form

Incident Report

INSTRUCTIONS: Complete Parts 1 and 2 and immediately submit Initial Report to the Office of Privacy and Security. After incident resolution, submit Final Report (Parts 1, 2 and 3) to the Office of Privacy and Security. Refer to Procedure PT-03253, Incident Reporting and Handling.

PART 1: A. CONTACT INFORMATION (Reporting Entity)			
Full Name (Last, First, Middle Initial)		Division/Office	
Telephone Number	Fax Number	E-Mail Address	
B. CONTACT INFORMATION (Affected Entity)			
Full Name (Last, First, Middle Initial)		Division/Office	
Telephone Number	Fax Number	E-Mail Address	
PART 2: INCIDENT INFORMATION			
Whose information was involved in the incident?			
<input type="checkbox"/> Treasury <input type="checkbox"/> Federal Tax Information <input type="checkbox"/> Other State Agency, specify _____ <input type="checkbox"/> Other _____			
Incident Category (select all that apply)			
<input type="checkbox"/> Passwords Shared/Stolen	<input type="checkbox"/> Computer Virus/Spam	<input type="checkbox"/> Paper Archives Compromised	
<input type="checkbox"/> Misrouted Communications	<input type="checkbox"/> Data Destruction/Deletion	<input type="checkbox"/> Safe/Lockbox/other Compromise	
<input type="checkbox"/> Unauthorized Access	<input type="checkbox"/> Backups Missing or Stolen	<input type="checkbox"/> Delivery of Documents Lost	
<input type="checkbox"/> Fraudulent Actions	<input type="checkbox"/> Hacking of Networks/Systems	<input type="checkbox"/> Inappropriate Destruction Paper	
<input type="checkbox"/> Lost/Stolen Information/Data	<input type="checkbox"/> Improperly Secured Sys/Web	<input type="checkbox"/> Inappropriate Destruction Media	
<input type="checkbox"/> Lost/Stolen Cash/Checks	<input type="checkbox"/> Circumvention of Security Protocols	<input type="checkbox"/> Lost/Stolen Equipment	
<input type="checkbox"/> Inappropriate Building Access	<input type="checkbox"/> _____	<input type="checkbox"/> _____	
Incident Affects			
<input type="checkbox"/> Financial Information/Resources		<input type="checkbox"/> Personal Information (SSN, Driver License No. Financial information)	
<input type="checkbox"/> Confidential/Sensitive Information		<input type="checkbox"/> Unauthorized/Unlawful Activity	
<input type="checkbox"/> Human Resources (threat)		<input type="checkbox"/> Other _____	
Date Incident Occurred	Time Incident Occurred	Date Incident Discovered	Time Incident Discovered
Incident Location		Number of Individuals Affected	
Involved Parties/Entities		Does this involve personal information (first and last name along with a SSN, driver license number, or credit/debit card account number)?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of Initial Report			
Description of Incident			

PART 1: CONTACT INFORMATION (Affected Entity)			
Full Name (Last, First, Middle Initial)		Division/Office	
PART 3: INCIDENT RESOLUTION			
Notification issued to affected individuals? <input type="checkbox"/> Yes <input type="checkbox"/> No	How many notifications were sent?	Breach Notification Method? <input type="checkbox"/> E-mail <input type="checkbox"/> Telephone <input type="checkbox"/> US Mail <input type="checkbox"/> Web	
Who was notified?		Date notification was issued	
Incident Cost <input type="checkbox"/> Check if incident costs are less than \$250. If \$250 or more, complete the detailed summary of costs below.			
<u>Manhours:</u>		<u>Other:</u>	
Treasury \$ _____		Postage \$ _____	
DTMB-OES \$ _____		Credit Monitoring Service \$ _____	
DTMB-Treasury Agency Services \$ _____		_____ \$ _____	
Total Cost of Incident \$ _____			
Action Taken			
Incident Impact			
Post Incident Recommendations			
PART 4: REPORT PREPARER INFORMATION			
Final Report Prepared By:	Date Prepared	Preparer Title	Preparer's Telephone Number
Preparer Signature			Date
OFFICE OF PRIVACY AND SECURITY USE ONLY			
Administrator, Office of Privacy and Security Signature			Date

STATE OF MICHIGAN

Contract No. 171-19000001389
SAP Maintenance & Operations Support

Schedule A: STATEMENT OF WORK

1. DEFINITIONS

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

Term	Definition
Break-fix	Code that is required to correct implemented code to make the system function as designed, or is added to resolve issues caused by missing requirements during design.
Call for Projects	Annual process that DTMB and Treasury participates in to prioritize and budget IT projects for the next fiscal year.
Candidate	An IT Project that is proposed during the Call for Projects process.
DTMB	Department of Technology Management and Budget.
Emergency Candidate	Any project that is identified as needing to be done after the Call for Projects process has concluded.
Fatal outages	A fatal outage is a state where data has been lost or compromised,
LPI	Lean Process Improvements; Facilitated by the Office of Performance Management, Treasury conducts these sessions to identify needed improvements to systems and processes.
Major Enhancement	A major enhancement is defined as an enhancement that is over 300 development hours.
MIITAS	Michigan Integrated Tax Assessment System - MIITAS is a customized SAP COTS application utilizing the SAP TRM vertical
Minor Enhancement	A minor enhancement is defined as an enhancement to produce that is under 300 development hours.
MTO	Michigan Tax Online – The Web Application for taxpayers to file and pay business taxes.
New Development Work	New functionality that does not exist in the SAP landscape today. This typically includes new taxes, interfaces, reports, etc.
Release Management	Set of standard ITIL processes followed to schedule releases of code through test environments and into production.
SAP	COTS product that is configured for processing Corporate Income Tax, Flow-Thru Withholding, Sales, Use and Withholding taxes, Detroit City

	Individual and Corporate Taxes, Essential Services Assessment tax, Medical Marijuana tax and soon the new Recreational Marijuana tax.
SAP TRM	Tax and Revenue Module. The vertical from SAP designed for governments to process taxes and recognize revenue.
Support Request	Ticket used to report a break fix or request a technical upgrade or enhancement of the SAP system.
System outages	The system outage is a state where the entire system or a key critical function of the system is unusable or significantly impaired.
Treasury	Treasury

2. BACKGROUND

The Michigan Department of Treasury first installed SAP in 2008 to process the new Michigan Business Tax (MBT). Since then a number of other taxes have been added including Corporate Income Tax, Flow-Thru Withholding, Sales, Use and Withholding taxes, Detroit City Individual and Corporate Taxes, Essential Services Assessment tax, Medical Marijuana tax and soon the new Recreational Marijuana tax.

For the last decade, the State of Michigan has implemented support models ranging from exclusive vendor support to exclusive DTMB support with a variety of hybrid staffing mixes. The current model is exclusive DTMB support with vendor staff augmentation for new projects and major enhancements. While this model has been successful in significantly improving system stability and performance, and reducing the number of break fix tickets introduced in releases and decreasing the backlog of outstanding tickets (1000+ in 2015 down to 170 current), (See metrics documentation) it has not been effective at meeting Treasury's goals for cost effectiveness and fast defect resolution of production incidents.

SAP Products

A number of different SAP products have been used for the overall solution:

ECC 6.0 EHP8 SP09

CRM 7.0 EHP4 SP9

BW 7.5 SP10

EP 7.5 SP11

Solution Manager 7.2 SP6

Fiori 7.5 SP10

Lumira

XI 7.5 SP10

GRC

Treasury also use the ICCSAP FileNet connector v4 to store inbound and outbound images on a FileNet P8 v5.2 repository.

All use SAP Netweaver 7.50 with Red Hat Linux 7.3 as the operating system. ECC, CRM & BW have the HANA 2.0 SP4 database. The other products use the ASE 16 SP2. database. All products are covered by an annual software maintenance with SAP NS2. [This is maintenance contract is with NS2 due to the FTI data stored in the system.]

Server Hosting

All these SAP products are hosted on a Fed Ramp moderate certified private cloud, SAP HEC, provided by SAP NS2. This contract with SAP NS2 also includes the provision of database and OS services. The following 7 environments exist:

Sandbox

Development

Quality Assurance
Pre-Production
Production
Project Development
Project Quality Assurance

The SAP ECC business vertical used is called Tax & Revenue Management (TRM) and primarily uses the Public Sector Collection and Disbursement (PSCD) modules. PSCD is based on FI-CA (Contract Accounting) that is also used in Insurance (FS-CD), Utilities (IS-U) AND Telco (RM-CA).

The core tax processing functionality is provided by ECC with reports coming from BW. State of Michigan staff (800+ users) access the system through SAP Enterprise Portal or SAPGUI. External users (300,000 taxpayers) access the system through the states MILOGIN security system and a custom web application, called Michigan Taxpayers Online (MTO), comprised of a Java code application sitting on top of an SAP Enterprise Portal instance.

There are many significant interfaces with other State IT systems including:
STAR (states accounts receivable system) - collection activity
SIGMA (the states accounting system) - posting cash received and issuing refunds
Siebel (Treasury's CRM system) – tax transaction activity and inbound correspondence

Within the TRM vertical we have used the “form-based taxes” option with BRFPPLUS providing the rules engine for tax calculations and to determine collection strategies.

Configuration of the standard SAP package has been supplemented with a number of enhancements including the use of events both general and industry specific.

3. PURPOSE

The Contractor is required to provide ongoing maintenance and operational support services, including enhancements, to support the Department of Treasury Michigan Integrated Tax Assessment System (MIITAS) application that includes an external customer facing web portal – Michigan Tax Online (MTO).

4. CONTRACT TERM

The contract term is 3 base years with 7, 1-year options.

5. SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

The Contractor has been advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractor will conform to all State IT policies and standards. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards.

IT Policies, Standards and Procedures (PSP): https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Note: Not all applicable PSP's are available publicly. Controlled PSP's applicable to the Contract are note available by following the above link.

Acceptable Use Policy

Contractor will comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

Look and Feel Standard

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

Mobile Responsiveness

The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring the Contractor's Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require the Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

6. SECURITY

Contractor will comply with the following:

- Will remain complaint with the Internal Revenue Service (IRS) Policies. If any provided services will happen remotely, the Contractor must indicate how they will comply with Pub1075 requirements to provide these services.

7. SERVICES IN SCOPE

The Contractor will provide ongoing maintenance and operational support services otherwise known as "Baseline Maintenance and Support" and "Enhancements".

At a high level, this project consists of the following scope:

- Transition
 - Project Initiation
 - Transition and Knowledge Transfer from incumbent Contractor
- SAP Baseline Maintenance and Support
 - Application Maintenance
 - Analysis
 - Business Requirements
 - Functional Requirements
 - System and Technical Design Documentation
 - Construction (Development)
 - Unit and String Testing
 - Support of Integrated Testing and User Acceptance Testing
- SAP BASIS Operations - BASIS Support under this contract is not scheduled to be implemented until Option Year 2. All sections referencing BASIS Support/ Operations are not applicable until, at the State's discretion, a Statement of Work (SOW) and Change Request for BASIS Support are added to this Contract.
 - Configuration Management
 - Tools Maintenance
 - Environment and systems management
- Batch and Interface Support (See Note below)
- Enhancements

Reserve bank of hours for program strategic plan priorities, federal or legislative mandates, policy or regulation changes requiring separate "Statements of Work" (SOW).

Included in the ongoing support and maintenance of MIITAS, is the requirement to constantly improve the application by: incorporating business needs and best practices; addressing new State and federal requirements; improving operational performance; and incorporating new technology as appropriate. As such, this contract has two primary components which will be referenced as “Baseline Maintenance and Support” (Baseline) and “Enhancements”.

1. Baseline Maintenance and Support: This component is inclusive of **all** requirements, tasks, services, in scope activities and deliverables outlined in the Contract, except those which are specifically referenced as a Statement of Work scope activity or deliverable.

As specifically related to application development activities, Baseline, is inclusive of project initiation, planning and management, requirements, functional design, system design, construction, testing, implementation and any related batch or BASIS process support.

2. Enhancements: The State estimates that up to 10,000 hours per year, beyond and above the baseline application maintenance may be allocated to address application improvements, enhancements and new functionality. These hours will be allocated and included in scope via approved individual Statement(s) of Work, using the process outlined in **Table 1– Business Specification Worksheet** under “Enhancements”. Note that the annual reserve bank of 10,000 hours is an estimate only, and that the State is not obligated to purchase any or all 10,000 hours in any given year or with reasonable prior notice may require more than the estimated 10,000 hours. This estimate for possible SOW’s spans all phases of the system development life cycle (planning and initiation through implementation) and across all functionality within the MIITAS application environment. Liquidated Damages may be assessed for late delivery of Enhancement SOW deliverables. Liquidated Damages amounts will be specified in the individual SOW’s.

At the State’s discretion, the Contractor must annually work with the State to reassess the Baseline Application Maintenance and Support required to support the needs of the business and adjust the pricing model accordingly.

Transition

- Project Initiation
- Transition and Knowledge Transfer from incumbent Contractor

THREE-STEP TRANSITION PROCESS

Accenture’s three-step process for transition.





PLAN PHASE

The Plan phase involves two key activities—Joint Transition Planning and Analytics and Diagnostics.

Joint Transition Planning: During this phase:

- The designated Manage Transition Lead from Accenture will manage the overall transition program and be accountable for the success of transition.
- Transition specialists will set up and adopt the Accenture Service Delivery Framework to establish the technology and work environment for Accenture personnel to promote a smooth KT process and address the aspects of an efficient and successful transition.
- Accenture will create a detailed work plan along with key activities, milestones, activity owners (DTMB, Accenture, and incumbent), and deliverables that will roll up to the overall Transition Program Plan.
- Accenture will define entry and exit criteria for Transition phases and workstream readiness criteria.
- Accenture will identify risks along with mitigation actions; risks would be monitored through governance meetings that would be held at a mutually agreed frequency regularly, enabling transparency and avoidance of risks becoming issues.
- Accenture will set up joint governance with DTMB to make sure that the State's stakeholders are involved and current on transition progress and provide transparency.

Analytics and Diagnostics: Accenture will deploy the code analytics and Accenture's System Diagnostics Tool to obtain detailed insight—such as level of customization and/or process maps—into the State of Michigan's system to create a foundation for KT planning.

During this phase, Accenture will collect the following:

- Existing application documents to enable preparation for the KT phase
- Ticket data to perform analytics that will help in right-sizing the team and shift schedule and also help create the foundation for finalizing the use cases for the KT Discover/Simulate phase.
- Source code, which will be analyzed with Accenture (Asset) to document and provide a gap analysis of the State's key applications
- Current and future project information that will enable onboarding and orientation of development resources
- Subject-matter expert (SME) availability that will enable scheduling of KT sessions



EXECUTE PHASE

The Execute phase focuses on the key workstreams that include program, process, people, and technology.

Program: A dedicated team, the Startup team, will lead and manage the Execute phase. This team will establish:

- Transition management and governance

- Ongoing delivery operations and compliance
- Readiness criteria for cutover

Transition Management and Governance: Transition Management is the overarching workstream to the transition project, which Transition Leads from the State of Michigan and Accenture will lead. During Transition, this team will manage the transition program progress, issues, and risks; prepare status reports; update the Transition Plan as appropriate; prepare materials for governance forums; and submit deliverables for the State’s approval. After transition, the Accenture Transition Lead will present the closure and sign-off document to formally complete the transition. Accenture will implement the three-tiered governance model detailed in Figure 1 and the following measures to provide quality transition:

- Weekly status reporting of transition comprising progress, milestones, and missed targets (if any) along with remediation action, risks, and issues
- Daily status tracking of KT progress and update to KT plans if required
- Formal review and sign-off on each deliverable and milestone to mark its completion

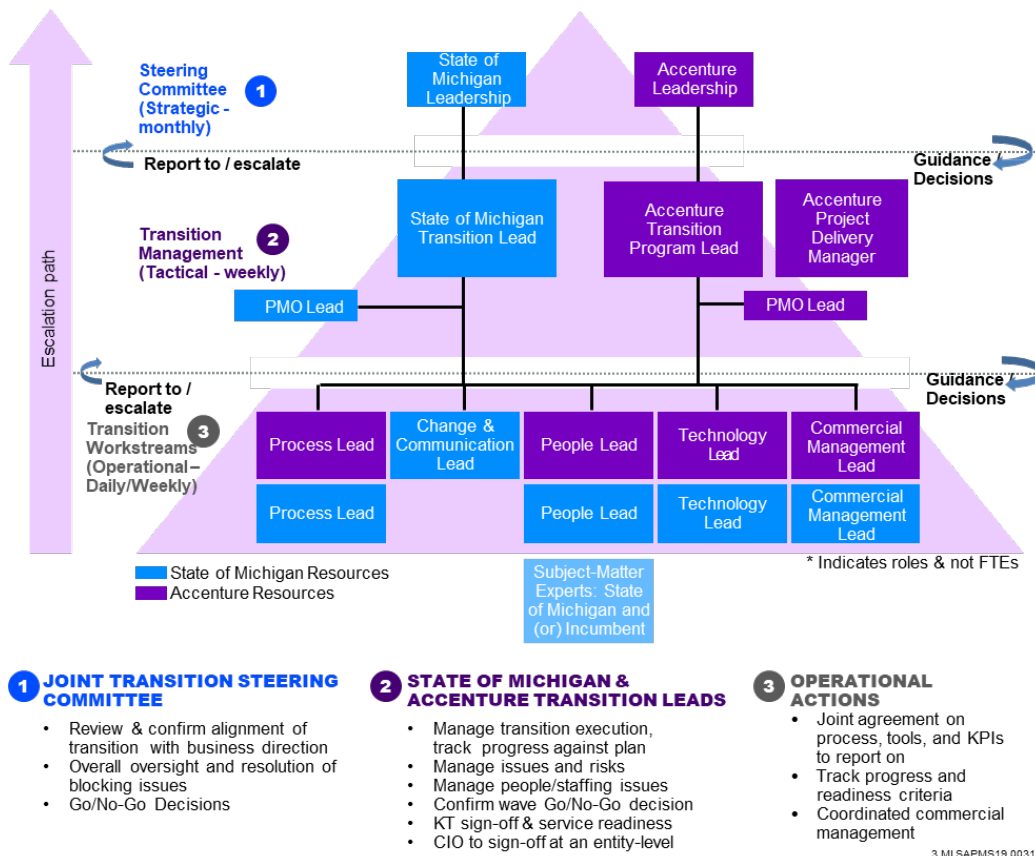


Figure 1. Accenture’s Three-Tiered Governance Model for Transition

Set Up Delivery Operations and Governance: As detailed in Figure 2, Accenture will establish the initial organization structure, staff leadership roles, and implement an initial set of operational procedures and controls necessary to deliver services. Using the myWizard governance tool, Accenture will track standard operational, service target, and process metrics for reporting and analysis across all delivery areas. Accenture will establish client data protection protocols to protect data against various information security and data privacy risks. Accenture will also establish a Business Continuity Plan that will help

recover—partially or completely—the critical functions of the project, within a predetermined time, if a disaster or disruption occurs.

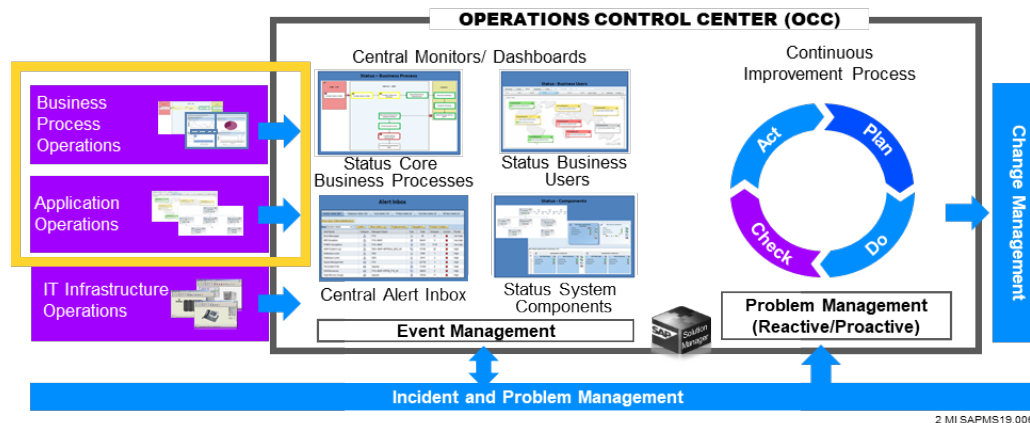


Figure 2.

Confirm Readiness Criteria: Accenture will track and review progress against the readiness criteria agreed during planning as part of regularly scheduled transition review meetings between the State of Michigan and Accenture with final approvals as part of transition wave completion. Accenture will also track readiness criteria reviews as critical milestones to measure progress of all the waves managed as part of transition.

Process: Following are the key focus areas of this stream:

Implement and Operationalize Service Delivery Framework: Accenture’s Service Delivery Framework is an industrialized approach to managing complex integrated service requirements. Accenture will use this as a starting point in Accenture’s collaboration with the State of Michigan to define and agree on an end-state Integrated Service Delivery model specific and tailored to the State of Michigan. To minimize risks and change to the State of Michigan, Accenture will use the State’s existing Service Management tool and supplement with Accenture tools and processes as needed. Accenture will use the data from the State of Michigan’s Service Management tool to feed into Accenture’s myWizard platform to achieve the automation proposed in Accenture’s solution (depending on feasibility). Accenture will work with the State of Michigan to finalize the tools suite during collaborative solution sessions.

During Transition, Accenture will:

- Establish or deploy the necessary tools and required integration (wherever required) between the State of Michigan systems and Accenture as defined in Accenture’s solution.
- Create training materials and a detailed Training Plan to train all the employees on the to-be model.
- Finalize the metrics and measurement methodology and set up service reporting.
- Establish ongoing governance and status reports.

Similarly, the State of Michigan will finalize the retained internal organization and train the personnel on the to-be model for a seamless operation.

Implement Service Metrics Reporting: Accenture will use a standardized set of reporting capabilities, defined over multiple engagements (off-the-shelf reports), to monitor deliverables and enable service reporting for the State of Michigan. Accenture Performance Management will provide standard operational, service level, and process metrics reporting, balanced scorecards, and analytics for the State of Michigan service reporting and for engagement performance management. Accenture’s reporting capabilities are further enhanced using the Accenture myWizard platform. myWizard enables Accenture to automate and augment high-end decision-making while also eliminating repetitive, manual tasks. The myWizard platform provides dashboards—enabling simpler review of metrics and achievements—with all actions, reminders, metrics, and alerts made available on a single, unified dashboard. Accenture will work

with the State of Michigan to agree on the frequency, calculation, and exceptions for the metrics to be reported.

People: The key focus areas of this workstream are as follows:

- Ramp up and onboard the personnel required to deliver the in-scope services
- Execute the KT
- Establish knowledge management

Onboard Resources: During this phase, Accenture will collaborate with the State of Michigan to facilitate a smooth onboarding of the delivery roles. Accenture will use the administrative staff that supports transition in activities on these projects to develop a Treasury-specific roll-on process. While developing this custom roll-on process, Accenture will collaborate with the State to map out roles and responsibilities for Treasury, DTMB, and Accenture personnel with an eye toward streamlining the process.

Knowledgeable recipients with required functional and technical skills will be staffed from Accenture’s Global Delivery Network (GDN) and from Dewpoint to acquire the knowledge on the State of Michigan system during the KT process.

Appropriately skilled Accenture knowledge recipients will be ramped up for each of the waves in line with the KT plan. Accenture will execute the transition as per the plan we detail in Figure 3.

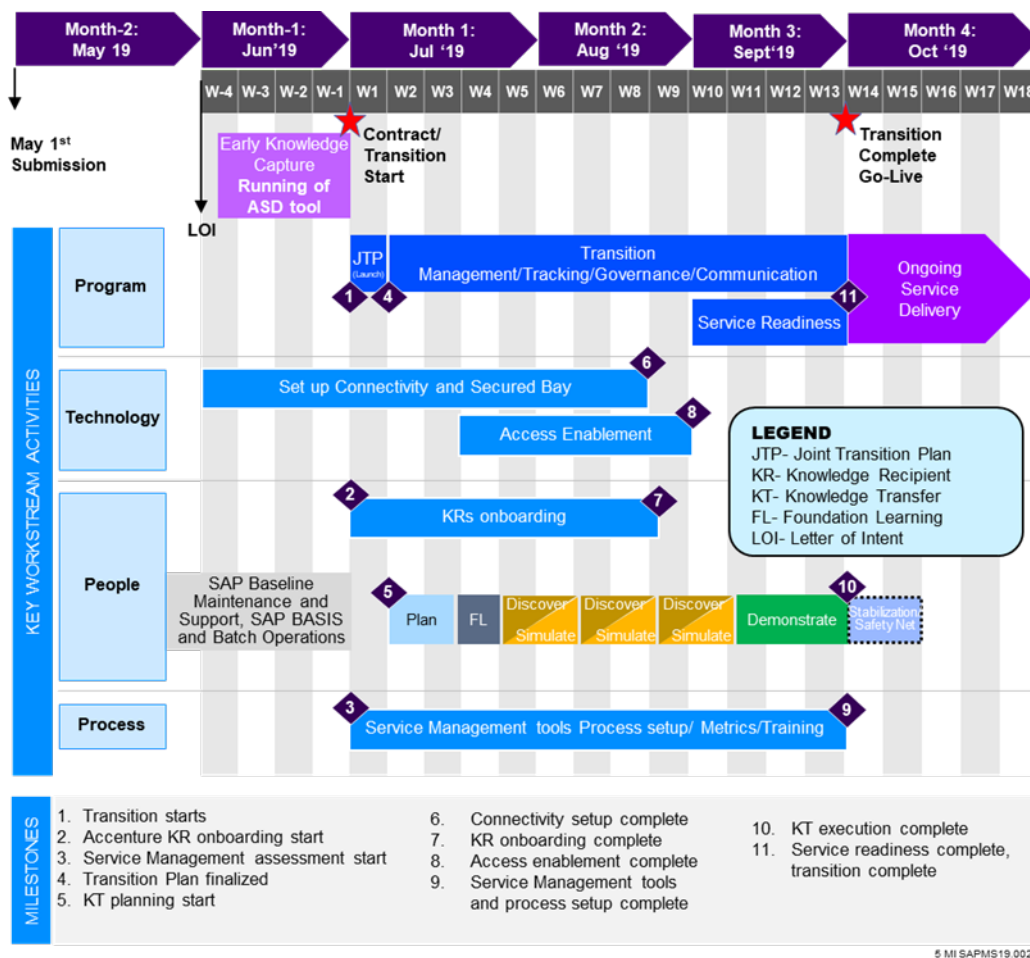


Figure3. Transition Timeline

Accenture has adopted a KT approach that is built on the foundation of Agile principles and practice. There is increased focus on the transfer of experience to the maximum extent possible during the KT process. To this effect, the new KT method is broadly divided into the following phases:

- **Launch phase**—Involves the following areas of focus:
 - Understanding the application landscape that is being transitioned in the respective waves so that it helps in creation and execution of the right set of KT sprints, along with the foundation learning topics to be covered
 - Identify application complexity and business criticality
 - Identify KT sequence, timeline, and relevant SME teams
 - Conducting a series of KT kickoff sessions with all stakeholders, including incumbent lead, SMEs, client leads, and the Delivery team to enable a common understanding of the KT approach and dependencies
- **Foundation learning**—Involves understanding common themes such as business and functional overview, application landscape, functional/technical/coding standards, and deployment process. Accenture will work toward solidifying the complete plan for the Discover/Simulate phase, which we explain later in this section.
- **Sprint-Based Discover/Simulate phase**—Involves gaining deeper application knowledge and experience through KT sessions and observing related activities at the same time in a controlled and supervised environment. It is iterative in nature and comprises multiple sprints, depending on the criticality and complexity of the application.
- **Demonstrate phase**—Involves leading the support activities and starting service delivery independently against the agreed set of use cases in the new operating model supervised by the incumbent. Additionally, service rehearsals are executed in the Demonstrate phase, as applicable.

Figure 4 provides key activities and outcomes involved in the different phases.

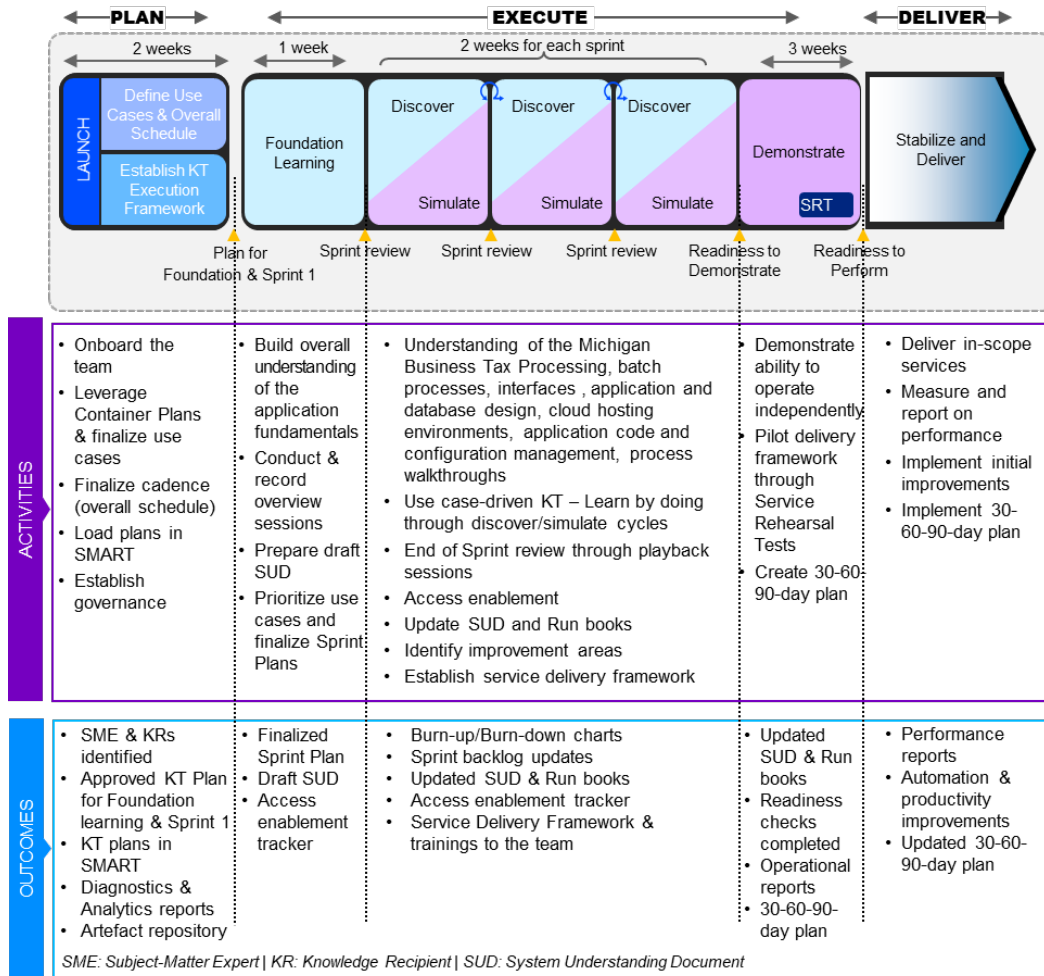


Figure 4. Key Activities and Outcomes

Technology: This workstream’s key task is to assess the technical infrastructure and work environment and implement the solution. The focus of this workstream is to establish the end-to-end network connection between the State of Michigan and Accenture, establishing access required to the required environments for the Accenture Service Delivery team and deploy automation tools or assets required for transition.


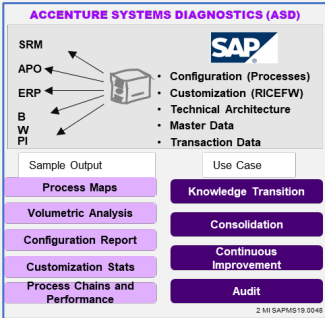

Following are the key activities:

- Assess the current technical infrastructure and work environment (facilities and office management support)
- Design and implement the technical infrastructure including connectivity from and to the State of Michigan/Accenture facilities, implementing security measures, establishing procedures for working with the State of Michigan employees for the support of the State of Michigan systems, configuring tools, and confirming approaches for distributing application fixes and releases
- Define the infrastructure support procedures and processes, including business continuity planning
- Transfer the technical and work environment responsibilities from the incumbent to Accenture

Accenture assumes the State of Michigan and the incumbent would endorse the following responsibilities:

- Provide a point of contact to work with Accenture technology and facilities to lead and drive the technology enablement activities
- Participate in implementing network and system connectivity between the State of Michigan locations and Accenture service locations
- Provide timely security access to the State of Michigan systems and applications, as required by Accenture to facilitate transition as set out in the Transition Plan
- Support establishment of network connectivity between State of Michigan locations and Accenture delivery centers

Tools: As detailed in Figure 5, Accenture will deploy the following intelligent assets to facilitate and accelerate transition.

Tool/Asset	Description	Exemplary Benefits
<p>Status Monitoring and Application Reporting Tool (SMART)</p> 	<p>SMART is a comprehensive reporting tool that caters to all the KT phases. This Accenture-developed tool helps in KT planning and tracking with comprehensive reporting capabilities.</p>	<ul style="list-style-type: none"> • Single source for all KT dashboards • Quick and easy report generation • Minimal setup and customization effort • Customized reports based on project requirements
<p>Accenture System Diagnostics (ASD)</p> 	<p>The ASD tool for SAP provides unique capabilities to understand the State of Michigan's MIITAS application landscape, analyze systems, and generate insights on Level of Customization, Process Chains, Data Model Analysis, and Change Analysis.</p>	<p>The ASD tool helps reverse engineering and impact analysis, and potentially reduces the SME time required. This tool would be useful during the transition and is proposed to be implemented before the actual KT kicks in.</p> <p>Findings from this tool could be useful when running post-transition during service delivery to get a view of new updates that have been added to the system or to see any redundancy removed from the system.</p>
<p>Customized State of Michigan Digital Dashboard</p> 	<p>Digital Dashboard is a web/mobile-based tool that is used for Transition Status Reporting and allows stakeholders to check transition status from anywhere and anytime. The tool provides up-to-date tracking of all transition workstreams (such as KT and Service Management). The tool is also accessible using smartphones and is</p>	<ul style="list-style-type: none"> • Provides visual snapshot of transition status of: <ul style="list-style-type: none"> – Overall workstream status – Issues and risks – Key items for attention – KT Execution Progress – Wave and Application Level progress updates


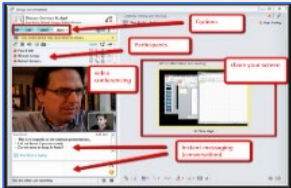
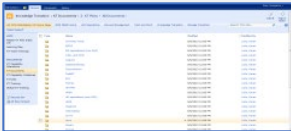

Tool/Asset	Description	Exemplary Benefits
	compatible with IOS, Android, and Windows.	
<p>Intelligent Fact Analyzer & Construal Tool (iFACT)</p> 	<p>iFACT is an application that enables the generation of State-specific reports by computing the SLA's from ticket data provided by a Service Management tool.</p>	<ul style="list-style-type: none"> • Helps in industrializing and automating the State-facing service reporting for key performance indicators (KPIs) and metrics during the Service Delivery phase • Ability to drill down to ticket-level details • Provides annual dashboard view and trend reports
<p>Collaborative Tools</p> 	<p>Accenture uses collaborative tools such as Skype for Business to facilitate the Knowledge Transfer activities.</p> <p>To enable knowledge retention, KT sessions would be recorded using Windows Media Encoder.</p>	<ul style="list-style-type: none"> • During Transition: <ul style="list-style-type: none"> – Helps in system learning and job shadow phase of KT. – Can be used for knowledge cascade during Transition. • After Transition: <ul style="list-style-type: none"> – The recorded sessions can be viewed by new team members to gain knowledge of the applications.
<p>Repository of KT Plans and Proficiency Assessment Questionnaires</p> 	<p>Availability of the KT plans for various technologies and industry domains allows us to shorten the planning stage of the KT. The predefined KT Plan details the key areas that require focus during the System Learning and Job Shadowing phase of KT. This would be reviewed with the State's SME and updated to cover State-specific items.</p>	<ul style="list-style-type: none"> • During Transition: <ul style="list-style-type: none"> – Single source of truth for all Knowledge Transfer processes and related artefacts. – The proficiency assessment questionnaire helps in testing the knowledge of the Accenture Service Delivery team, periodically, as the KT progresses.

Figure 5. Transition Asset Accelerators



EXIT PHASE

Service readiness checkpoints are planned over the entire duration of the transition in which the readiness of the Accenture team is assessed on multiple parameters, such as knowledge gained, technology readiness, and process understanding.

These checks are the inputs to the go/no-go decision for Accenture to start service delivery. Besides service readiness, the Accenture team also demonstrates process understanding through service rehearsals on an agreed-on set of scenarios.

When all parties agree on the service readiness of a wave, the State of Michigan issues the acceptance sign-off of the Transition phase. If all parties disagree to the service readiness of a wave, the “no-go” decision must be formally documented, and a remedial action plan must be produced indicating the new go-live date.

The list of exit criteria for the transition would be formally agreed on by the State of Michigan and Accenture, and should derive from some of the following exit criteria:

- Service management processes are in place.
- Service management tools are in place, and all Accenture personnel have been trained on these processes and tools.
- KPIs to be reported are finalized and the "How to Measure" for each KPI have been documented.
- Infrastructure and work environments (network or user applications accounts) are in place and have been tested.
- Connectivity between the State of Michigan applications and Accenture systems required to provide services is in place and operational.
- Run under supervision has been performed as per the contract and service readiness has been confirmed by all stakeholders.
- Security management and service continuity planning have been defined and tested.
- The Reversibility Plan has been agreed and signed off by all parties.
- Contract and financial processes, as per new contract, are in place.
- All governance committees and associated materials (schedule, agenda, and meeting minutes/reporting templates) are in place.
- “To-be” operational processes have been defined and communicated to operational teams.

SAP Baseline Maintenance and Support

- Application Maintenance
- Analysis
- Business Requirements
- Functional Requirements
- System and Technical Design Documentation
- Construction (Development)
- Unit and String Testing

SAP Baseline Maintenance and Support primarily includes Incident Management to provide break/fix support and minor enhancements.

Application Maintenance for Modern Operations

The key characteristics of Accenture’s Modern Operations are as follows:

- Liquid AM Framework and associated set of tools to reduce manual intervention at different stages of the incident lifecycle and enable automation (**Industrialization**)
- A platform to correlate alerts, telemetry, and incidents to enable visualization, predictive capability, and self-healing (**Intelligent Automation**)
- Service measurement aligned to end-to-end business service view
- Service reliability engineers (**SREs**) as the custodians of end-to-end business service
- SREs with engineering skills to drive automation in operations and work with engineering to eliminate incidents

Industrialization

To meet the State’s cost reduction objectives, Accenture will use myWizard, its latest digital platform to enable the automation of IT delivery management. myWizard is designed to enable significant productivity gains, including industrialization of repetitive tasks and other activities that require manual intervention. The myWizard platform will also be used to establish bots for incident management and categorization and implement Service Watch for incident allocation and resolution path recommendations. Additionally, Accenture can identify opportunities for self-healing of applications and automate maintenance workflows to avoid service disruption.

Accenture will implement ITSM problem management coupled with a comprehensive knowledge base to accelerate automated and manual root-cause analysis. As detailed in Figure 6, Accenture will also bring its Ticket Triage assets to standardize and accelerate manual ticket triage.

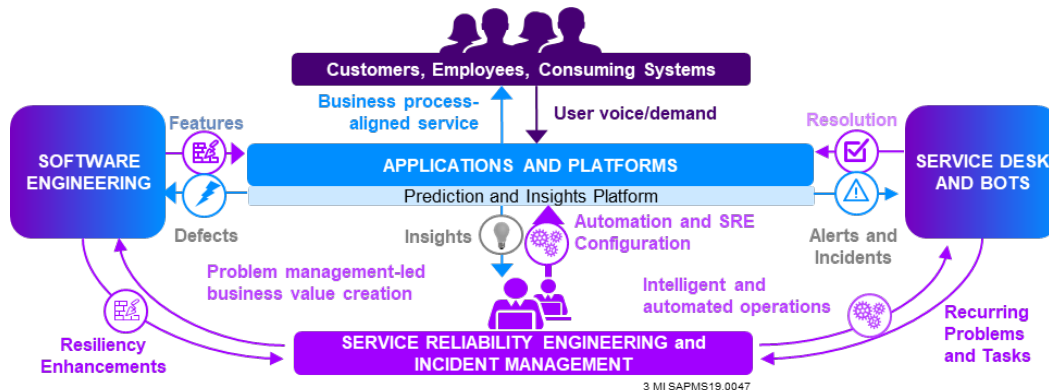


Figure 6. Accenture’s DTMB delivery is focused on preventive maintenance, eradication of issues, and intelligent automation.

Intelligent Automation

Accenture will use a dedicated team of automation experts to harness intelligent IT and enhance automation using artificial intelligence, self-healing, and machine learning. Through Accenture’s innovation engine, it will work to optimize IT through its expanding suite of intelligent tools that embed industry knowledge to increase relevance and fit at every step of the application lifecycle.

Figure 7 details a Day-in-the-Life scenario of Intelligent Automation for SAP Incident Management.

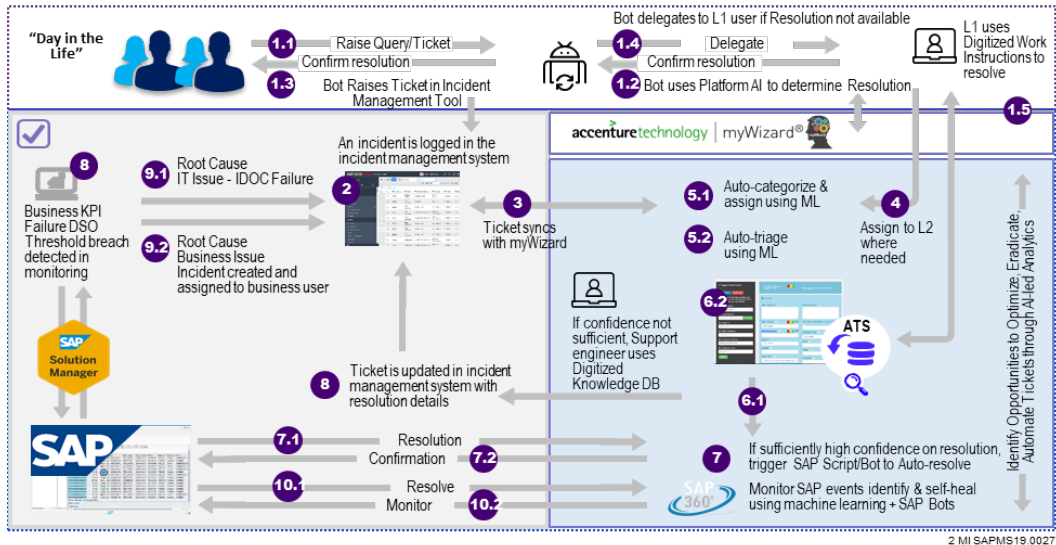


Figure 7. Intelligent Automation for SAP Incident Management Day-in-the-Life Scenario

Continuous Innovation

Accenture will identify opportunities to rationalize the application landscape. Accenture will use Liquid Studio and Innovation Labs to drive the innovation agenda in the new areas of IT.

Accenture will look to implement Next Gen application management capabilities. As Figure 8 details, the Accenture team will implement machine learning and RPA assets that will enable the DTMB program to provide delivery management and improve effectiveness of client delivery.

TOOLS	Predictors/Discovery	Analyzers and Planning	Solvers and Platform Automation	Management Tools
	<ul style="list-style-type: none"> Enable proactive delivery management Improve our maturity to handle our client's business-critical periods Optimize the capacity and delivery lifecycle 	<ul style="list-style-type: none"> Discern the patterns in data Reveal the facts on business rules Data-based insights into business performance 	<ul style="list-style-type: none"> Tools with algorithms and rules built in the expert systems Improve effectiveness of the client delivery Increases the speed to market 	<ul style="list-style-type: none"> Greater certainty before an action Increased the speed and impact of decisions Empower the management for data-driven experimentation
	Accenture Scenario Predictor AM	Accenture Text Analyzer	Accenture Ticket Resolver	Accenture Client Service Reporting
	Accenture Scenario Predictor AD	Accenture Ticket Data Analyzer	Accenture Knowledge Navigator	Accenture Mission Command Center Services
	Accenture Advanced App Management (AAAM)	Accenture Performance Analytics	ATHOS and Custom Bots	

Figure 8. Accenture Assets and Accelerators to Improve Productivity and Efficiency of Delivery

Modern Engineering (For Application Development and Enhancements)

Application development and enhancements include the following activities in scope of the engagement:

- Analysis
- Business Requirements
- Functional Requirements

- System and Technical Design Documentation
- Construction (Development)
- Unit and String Testing Analysis
- Support of Integration Testing and User Acceptance Testing
-

Accenture will work with DTMB to accelerate adoption of DevOps and implement Liquid Development practices to achieve continuous improvement faster and deliver significant business value wherever possible. Modern engineering for application development takes advantage of highly skilled and scalable development teams that can work in an Agile environment to deliver faster business results. Continuous integration, testing, and deployment would help the State significantly reduce time to market. Innovation in IT platforms would help in establishing a more nimble, adaptable, and scalable architecture that can support future business needs.

Agile

Using Agile works toward enabling business responsiveness and faster time to market, Accenture is comfortable managing the exiting MTO Agile team. Accenture pioneered Agile in DTMB and can adapt to the Agile implementation that exists on MTO today. Accenture’s approach to Agile is designed to result in increased cooperation between business and technology to drive focused outcomes.

DevOps

DevOps optimizes Development and Operations to enable the realization of business goals through rapid feedback and flexible IT. It involves automated release of software, continuous integration, continuous delivery pipeline (with continuous QA), automated operations, and software-defined infrastructure and cloud.

Accenture is poised to help the State build on its DevOps capabilities. Building on the existing tools and processes across teams, Accenture will help the State create a matured DevOps capability detailed in Figure 9, that is key to achieving the State’s growth and cost reduction objectives. Accenture will use DevOps to “Shift Left,” driving testing and automation earlier in the development lifecycle. Accenture’s DevOps services can help the State create a lean IT organization that is optimized for reliable high-speed delivery. Figure 10 describes how we would use the Automated Review, Test, and Deploy (ARTD) Tool to quickly transition DTMB to DevOps leading practices.

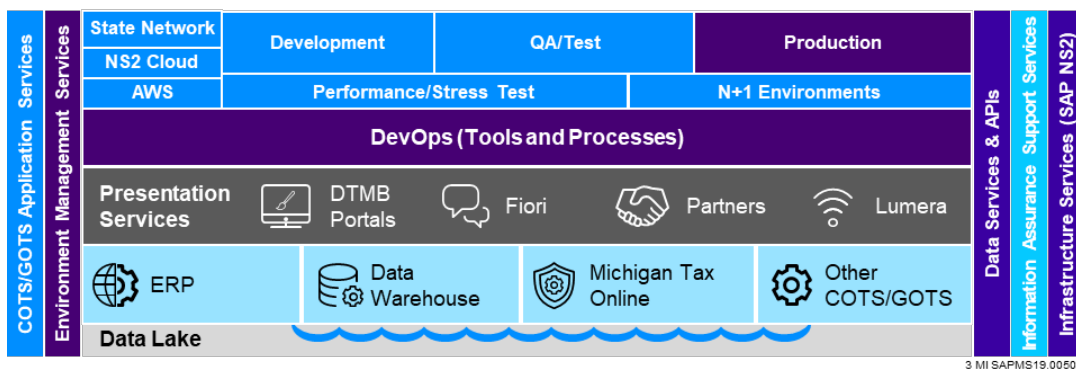


Figure 9. The Accenture DevOps Framework provides a suite of automation tools and processes for continuous development and integration support.

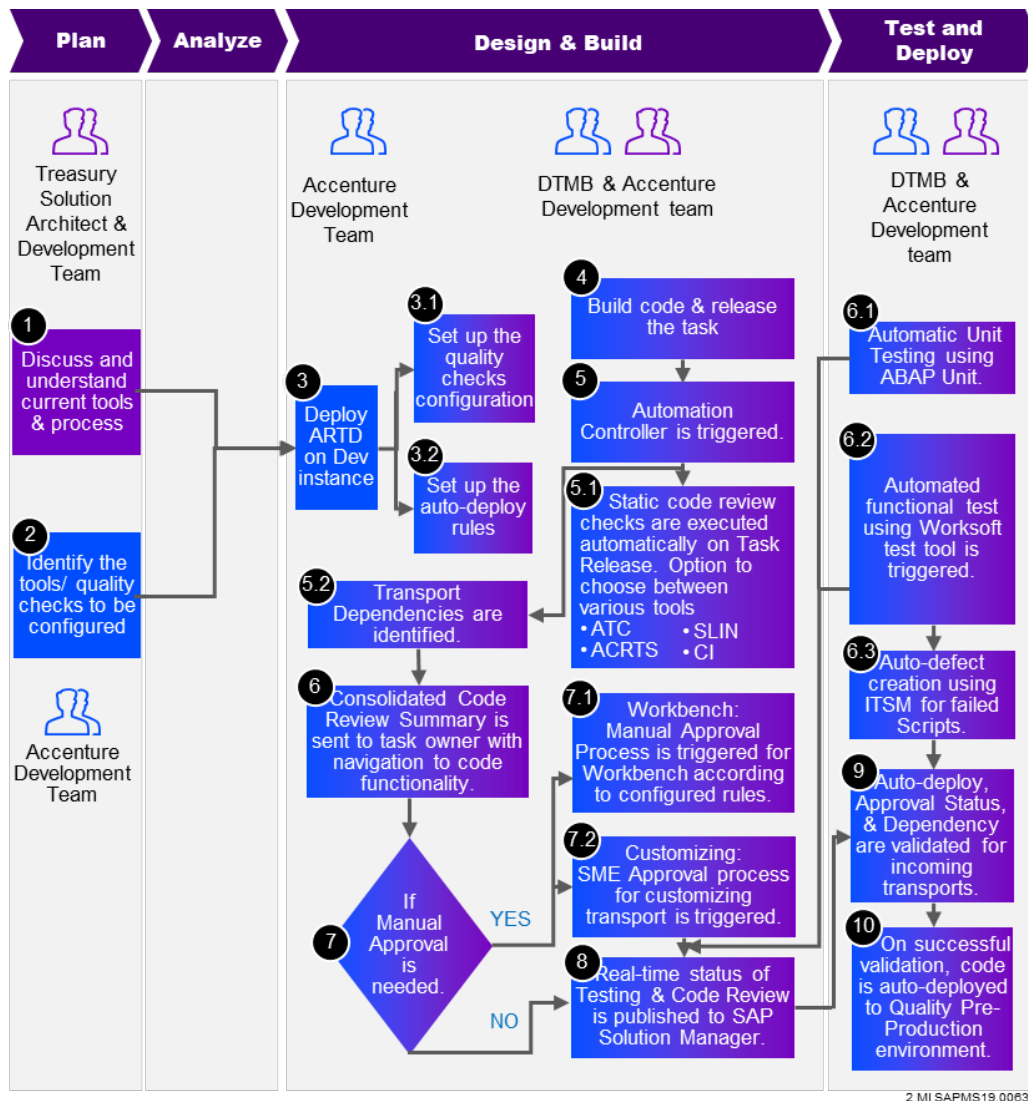


Figure10. The Automated Review, Test, and Deploy (ARTD) Tool would enable DTMB to quickly transition to DevOps leading practices.

Incident Management

Accenture will work with DTMB to define an overall service strategy and document the full lifecycle management of tickets from inception through to release and production verification. Accenture will use Solution Manager ITSM's inherent capabilities to confirm and implement required integration with other DTMB tools such as Worksoft. As detailed in Figure 11, Accenture will use ITSM to support demand management activities related to ticket origination, prioritization, and release assignment.

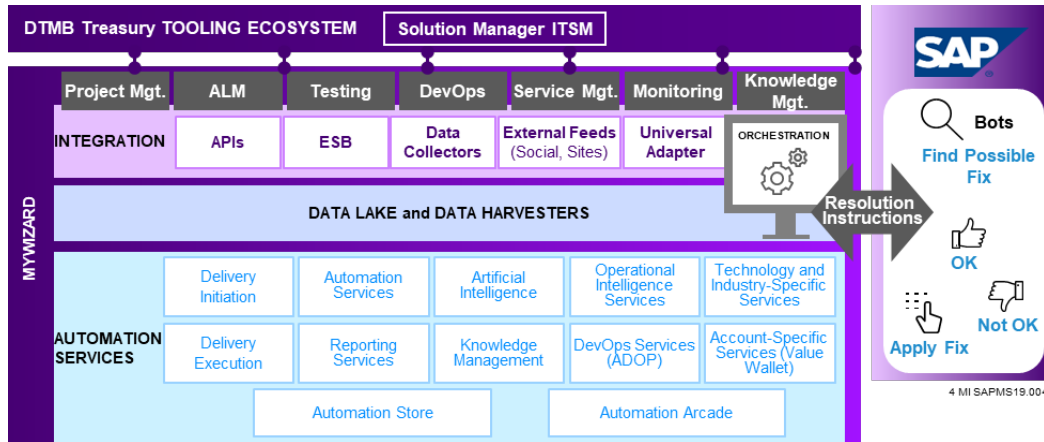


Figure11. Accenture’s myWizard capabilities integrate with SAP Solution Manager ITSM to harness the power of automation to deliver on Treasury’s goal of faster time to resolution of open tickets.

Accenture’s Incident Management process contains activities that will enable the State of Michigan to manage (record, track, monitor, and resolve) unplanned interruptions to service (incidents) with the primary objectives of restoring regular service operations to users as quickly as possible.

Accenture’s Application Support process provides a framework to handle incidents and problems, enabling the appropriate team to effectively address them. These may be failures, faults, or bugs that users report. The Incident Management process will enable the impact and progress of incidents to be recorded and communicated effectively. Accenture will evaluate incidents to understand root causes and provide recommendations for reducing the number of future incidents. Information from Incident Management would go to Problem Management for this assessment, root-cause analysis (RCA), and planning for continuous improvement.

Figure 12 provides a sample Incident Management process flow.

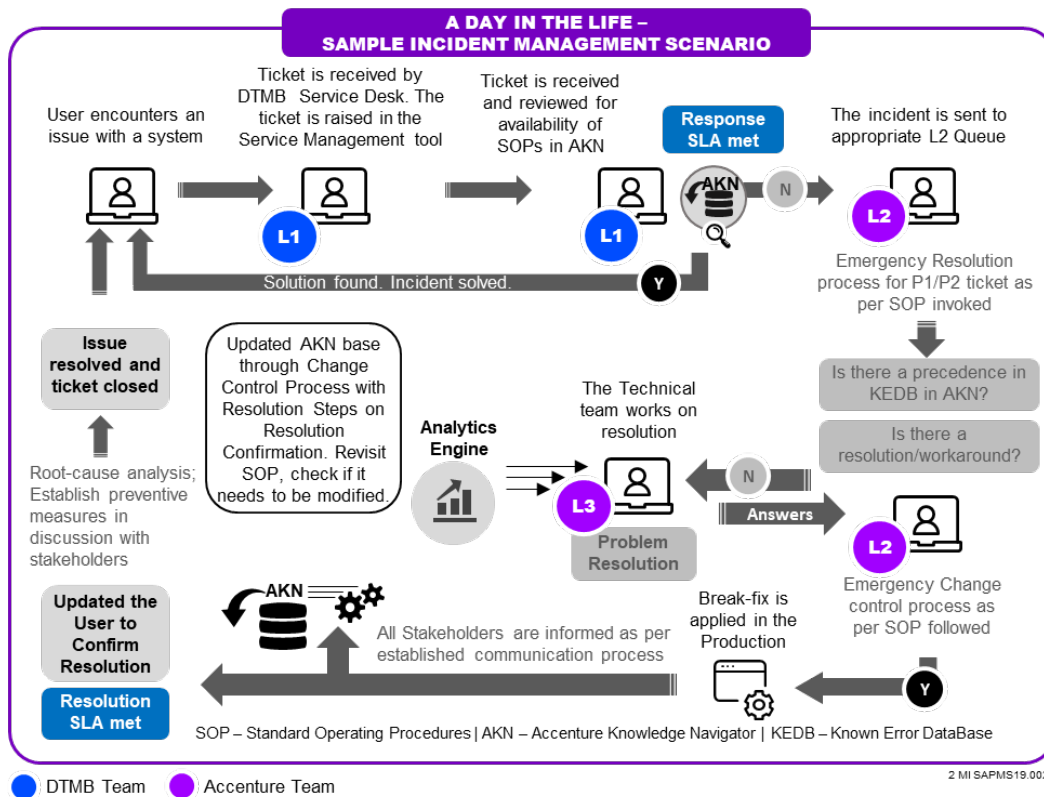


Figure12. Accenture will apply automation to streamline Incident Management.

Level 1 (Help Desk): DTMB will provide the Level 1 Service Desk support that will provide support to the users. The Level 1 Help Desk would raise a ticket in the service management tool and also provide the first level of triage—analyze the ticket and attempt resolution or provide workarounds. The help desk will assign the ticket to the Accenture Level 2 team if it cannot solve the incident.

Level 2: The Level 2 team will apply a workaround, perform RCA, and update the information in the Knowledge Database (KEDB). Accenture will store known issues and workarounds in KEDB, used for frequently occurring known issues. The KEDB would be the repository of known incidents and their resolution histories. When the Accenture Level 2 Support team receives a ticket, this Support team will refer to the KEDB for a solution or workaround. If Accenture finds a solution or workaround, this would be reported back to the user through the Help Desk (Level 1). If Accenture does not find a resolution, the Level 2 Support team will attempt to resolve it before engaging with Level 3 support. When Accenture resolves a ticket, they will update the solution in the KEDB and make it available to users.

The Level 2 team will create a problem ticket if the resolution applied is a temporary workaround and needs a permanent fix to prevent recurrence of such incidents.

Level 3: The problem tickets are assigned to the Level 3 team and addressed as part of the Problem Management process detailed in Figure 13. A problem is the unknown, underlying cause of one or more incidents. A problem can be triggered by effective incident management and by proactive problem diagnosis typically identified through incident trending. Problem Management would focus on arriving at permanent solutions to known errors.

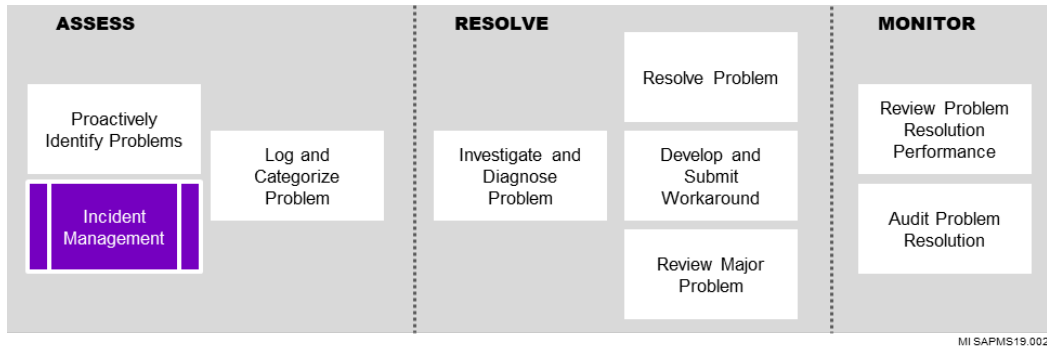


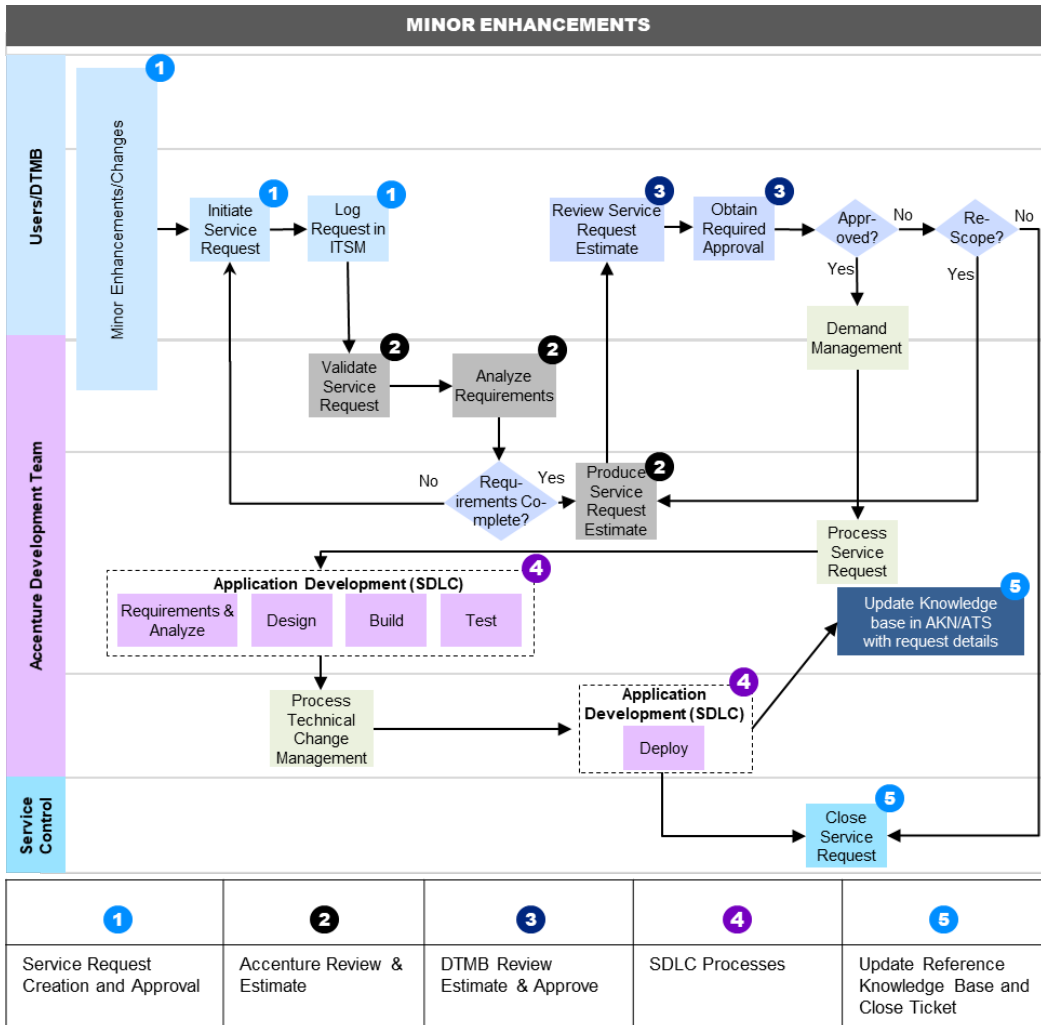
Figure13. Problem Management Process

Level 3 support will involve managing the activities or service requests that need a code change, which may comprise bug fixing. Level 3 personnel are typically developers with technical and techno-functional experience that split responsibility between bug fixing, preventive maintenance, corrective maintenance, adaptive maintenance, and perfective maintenance. The Level 3 team would coordinate with other required teams such as Third-Party, Infrastructure, Environment, and Database support teams and associated third-party product vendors as needed.

Minor Enhancements

Application enhancements are defined as changes to the functions or operation of an existing application. They range from small cosmetic changes that require limited development to significant changes that require much more development and project management rigor.

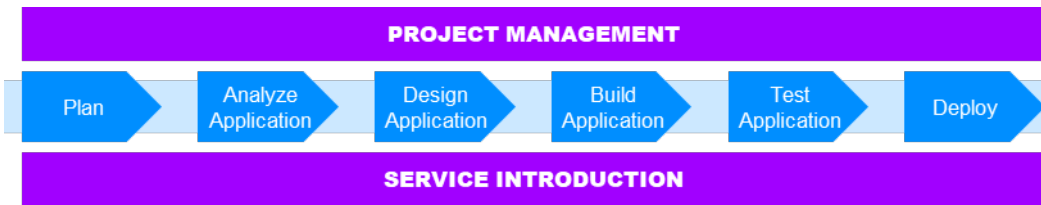
Figure 14 details the process that we would follow for minor enhancements.



2 MI SAPMS19.0030

Figure14. Application Enhancement Process

For application enhancements in scope, Accenture will use the approach for managing and executing enhancements or upgrades we detail in Figure 15.



2 MI SAPMS19.0035

Figure15. Application Enhancements Methodology

Major components of this methodology include the following:

- **Project Management**—Oversee tasks and work products needed to successfully complete a project. It includes controlling project work, measuring progress, and reporting status. It also includes managing risks, issues, resources, quality, configuration, and project scope and requirements.
- **Plan**—Conduct up-front, project-level planning required to understand high-level requirements, develop the Project Plan and the related management plans, explore solution options, and determine the delivery strategy.
- **Analyze, Design, Build, and Test Application**—Conduct tasks and work products needed to analyze, design, build, and test a custom, packaged, or hybrid application enhancement:
 - **Analyze:** Work with stakeholders to understand the business requirements, document, verify, analyze, prioritize, validate, and baseline them to provide the foundation for design, build, and test.
 - **Design:** Create the functional and detailed technical design for the application that includes user interfaces, reports, and data models.
 - **Build:** Develop the application in line with the technical design. Test cases with test conditions and expected results are also created.
 - **Test:** Test the application developed to validate that it meets the requirements.
- **Deploy**—Conduct tasks and work products needed to deploy the enhanced application to the users and transition the application management responsibilities to the support unit.
- **Service Introduction**—Conduct tasks and work products needed to validate the application's operability while determining what the application management unit needs to complete to be ready to support the application.

SAP BASIS Operations

- Configuration Management
- Tools Maintenance
- Environment and systems management

Accenture has adapted its proven COTS Application framework (see Figure 16) to plan, set up, configure, test, tune, implement, troubleshoot, support, and maintain enterprise SAP COTS products (such as ECC and BW), providing the core SAP BASIS Operations needed to support the DTMB SAP landscape. Accenture's SAP Application Services include optimization tools and automated processes to diagnose and remediate issues along with standard SAP BASIS service delivery activities. Key to Accenture's framework is Accenture's Security Optimization processes that focus on continuous monitoring to identify and mitigate cyber security incidents as they arise. Additionally, Accenture's focuses on innovation and continuous improvement by using a combination of experienced SAP software application SMEs and support using Accenture Global Alliance relationships with software vendors. Accenture uses regular meetings with Accenture's Alliance partners to raise, escalate, and resolve issues faced by the DTMB SAP Program.

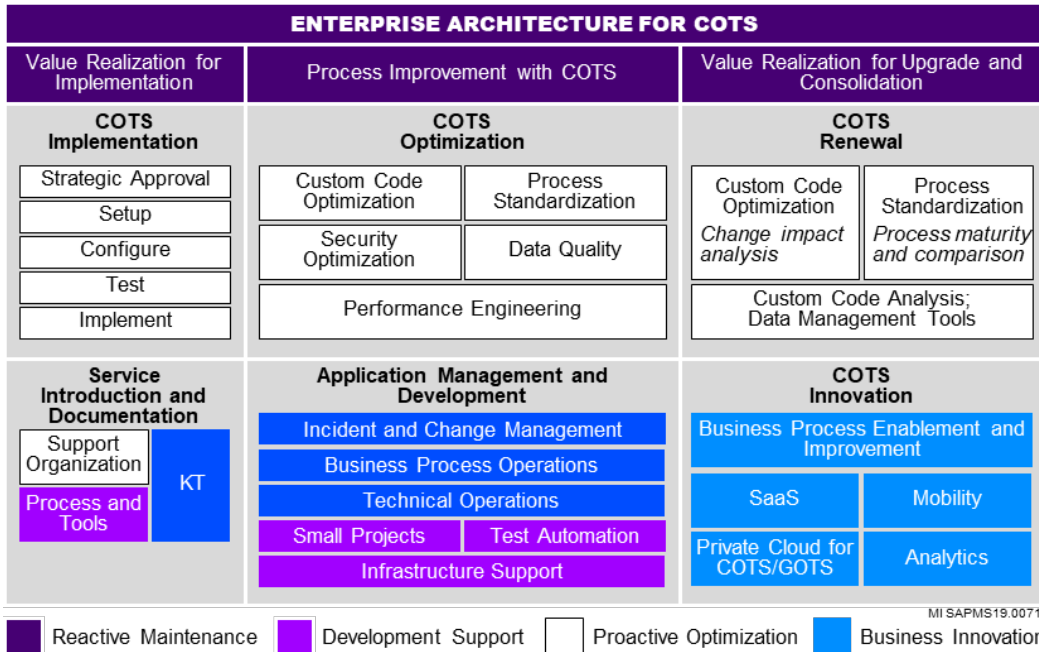


Figure16. Accenture COTS Application Services.

The Accenture team will work to properly maintain the technical foundations of all DTMB SAP solutions providing an optimal and stable operating environment for each SAP application. Accenture will support and complement the functional teams by providing specialist support in the management of environments, system monitoring, maintenance patches, printing, and other areas. Accenture will also participate in the resolution of incidents and reactive and preventive maintenance activities.

SAP Solution Manager would be core to many of Accenture's BASIS functions including:

- Extensive monitoring capabilities and alerting
- Central administration of change requests in the SAP environment
- EarlyWatch Alert (EWA) report for the system's health check
- Downloading support packages

Based on the EWA reports and Solution Manager monitoring capabilities, Accenture will provide a weekly action plan with system-related recommendations to share with identified stakeholders.

The following subsections detail some core BASIS Operations functions.

Configuration Management

To reduce the number of migration windows and enable frequent migrations to production, Accenture will use CM processes and tools to manage releases and provide quality checks and audit, avoid overwrite issues, conduct dependency checks, and resolve transport questions. Accenture's development and operations processes support automated deployment of tested and completed code and configuration. Accenture will work to automate the deployment of transports to reduce deployment risk and accelerate production delivery. We would use a combination of ChaRM and Solution Manager to create deployment checklists for automated production sequencing. These checklists include verification of migration documents as configurations or codes migrate.

Accenture's DevOps Framework supports automation in this area by standardizing and accelerating code delivery activities and improving code quality and consistency. This includes automated overwrite analysis, automated dependency analysis, automated documentation generation where feasible, automated code scanning for security vulnerabilities and issues, automated unit testing, automated check

in and migration of code between environments based on automated and where required, and manual verifications and validations. We provide more detail about Accenture's DevOps Framework in Schedule A – Project Scope, 7. Services in Scope, DevOps.

Tool Maintenance

The Accenture team will be responsible for maintaining and implementing any changes to ChaRM, ITSM, and CCMS to keep these tools in compliance with State of Michigan change management policies and Treasury or DTMB process improvement initiatives. DTMB will be responsible for providing the requirements of such changes.

Accenture's proposed BASIS team will be responsible to maintain and implement any additional changes to the Solution Manager as per the DTMB direction to the tools—ChaRM, ITSM, and CCMS to keep the system tools current and compliant with DTMB guidelines.

The operations and maintenance of DTMB's suite of DevOps tools will be used with adherence to Accenture's Technology Services Delivery Framework, using the same processes and methodologies used to confirm compliance of all DTMB SAP Functional applications.

Accenture recognizes DTMB's desire to maintain and modernize DevOps tooling and capabilities using new and existing tools and technologies. Accenture will investigate the use of emerging tools and processes to manage SAP and non-SAP business systems to minimize deployment risk, based on requirements DTMB provides. Accenture will review tool reduction opportunities within DTMB to lower the Total Cost of Ownership (TCO) and simplify the technical infrastructure.

Environment and Systems Management

Coordinating multiple environments simultaneously is essential to meet project deadlines. Accenture will implement automated overwrite analysis to simplify change management and mitigate risk.

Accenture will use Solution Manager and myWizard automated monitoring tools to aid DTMB in monitoring network, server, application, disk performance and availability, and performance thresholds across operational platforms. Accenture will use a comprehensive technology impact checklist for large efforts to proactively assess and plan for environment needs upfront and often during the project lifecycle as the solution evolves. Accenture's BASIS lead will define and review an Environment Strategy and Environment Plan that maps all landscapes to releases and related changes. Using these Accenture and DTMB assets, processes, and tools, Accenture will proactively manage environment usage, needs, and scalability to support current and emerging priorities.

For this project, Accenture will respond flexibly an evolving and changing application and technology landscape. Accenture's team will work with the DTMB planning and operations staff to monitor, maintain, and enhance IT continuity capabilities across all environments and employ a strategy focused on continuous improvement.

Using Accenture's Technology Services Framework and Operations Strategy detailed in Exhibit A – Project Scope, 7. Services in Scope, Accenture will deploy standard frameworks, processes, and tools to deliver consistent and cost-effective SAP environment operations support to DTMB and meet SLAs and OLAs.

Accenture will use DevOps Automation technologies in the Development and Operations phases to expedite delivery and provide rapid deployment capabilities. Figure 17 demonstrates Accenture's environment-planning techniques for the management of massive parallel development efforts to coexist across DTMB Development and Production landscapes.

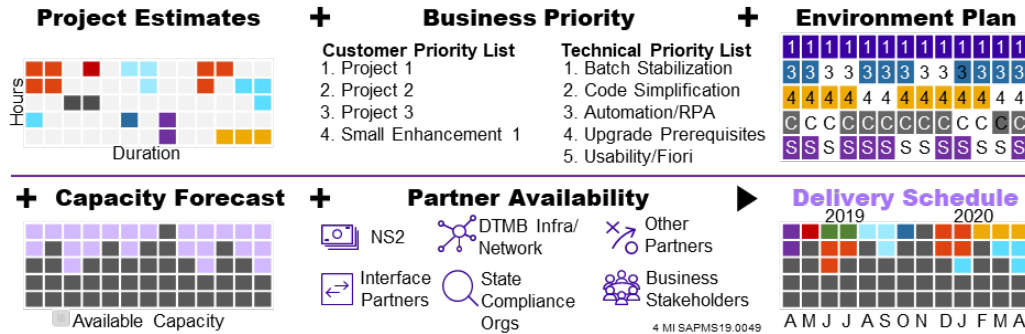


Figure17. Co-Existing across DTMB's Development and Production Landscapes

Daily System Checks—Daily system checks are a simple but vital activity that will be performed to allow early detection of potential problems. By facilitating a thorough approach to daily checks and their corresponding corrective action, application downtime can be reduced and system stability increased.

Accenture will perform health checks daily on the State's SAP productive and non-productive systems. Daily system checks include analyzing telecommunication services such as fax and email; check for spool problems; status of Remote Function Call (RFC) logs; check and analyze SAP ABAP Short Dumps; analyze SAP system log for critical message entries; monitor table lock status; check and analyze failed background jobs; check for failed system updates; and monitor status of the backup.

If an issue is detected during any of the daily monitoring activities, Accenture's BASIS team will log an incident or ticket and assign to the relevant groups (or to itself) for further analysis and resolution.

Accenture will work with the State to agree on the frequency and schedule of these activities, but can propose a common practice guide for consideration.

Accenture will use BASIS Workbench, an Accenture-developed tool, to carry out and automate most of the daily monitoring tasks. Accenture will also use the BASIS Workbench tool to execute labor-intensive tasks, reducing overall effort and improving standardization and work quality. The tool offers various outputs such as a detailed "Analysis Sheet" that covers detailed output of the critical transactions for the current date, "Summary Sheet" that gives date-wise analysis of all the critical monitoring transactions, and "Dashboard" that presents individual and overall system health based on the output of transactions monitored.

Database Administration— Accenture will primarily support the following Database Administration activities:

- Facilitate backup monitoring and notification for failure only through the Centralized SAP DBA Cockpit
- Monitor the database layer for missing objects (tables or indexes) and recreate them, if required
- Update the database statistics periodically
- Execute "force statistics" for tables using SAP-provided tools or transaction codes
- Monitor tablespace availability daily and notify the offshore team's DBA if potential freespace issues arise
- Periodically execute the Database Consistency Check and notify the offshore team's DBA of potential issues
- Facilitate database, tables, or index compression through SAP tools
- Schedule and check the SAP EWA reports regularly for potential database issues or configuration changes—such as events or parameters—and coordinate with the offshore team's DBA to implement the same

- Monitor database performance using SAP-standard tools and notify the offshore team's DBA for potential issues and bottlenecks
- Access the storage quality of indexes in "Database/Database Object Reorganization"

Testing and Application of Support Packs—The Accenture team will adhere to the SAP leading practice which recommends maintenance activities should occur at least once (and preferably quarterly), whether specific or identified problems occur with the system. This would help reduce the number of risks and potential issues and resolve problems that SAP has already identified. SAP assumes that the latest available Support Pack (SP) Stacks are implemented during such planned maintenance. SP Stacks used should ideally not be older than one year. Accenture will support incorporation of SP updates with the SAP and State roadmaps. Using Accenture's knowledge of DTMB's SAP application landscape and understanding of the SAP and State roadmaps, we would integrate SP activities to minimize impacts to core roadmap activities. Accenture's lifecycle support approach incorporates an environment planning process that accounts for the identification, documentation, and communication of impacts to DTMB's SAP Landscape. The SAP-standard practice approach always recommends updating the SP Stack instead of updating individual system components because many SAP components are interdependent within the ABAP stack and within the subsequent Java stack. These stacks are well tested for application and kernel combinations.

System patching at each level—kernel, hot fixes, support, and enhancement packs—are part of the maintenance services the BASIS team provides. Kernel upgrades and hot fixes are typically managed on a calendar-based maintenance schedule because of their relatively low impact on the application. These schedules are agreed on before with IT and business stakeholders to make sure that there would be minimum disruption to the business.

SP Stacks typically also follow a calendar-based approach but because of their potential impact to the application, the timing requirements are specifically agreed on with the business.

Enhancement Packs generally provide new functions and carry the risk of significantly impacting the application and changing the existing functions. These would be considered as needed.

System patching at each level should always be executed in a test environment first to assess the impact to the application and determine the correct sequence of activities to be executed during the production upgrade.

Accenture will implement SPs and perform the technical testing. Working with DTMB, Accenture's Functional Support teams will perform application testing before the SPs are implemented on the production landscape.

Capacity Planning and Performance Management—Through monitoring at the transaction and business process level (primarily through SAP Solution Manager), Accenture will monitor and forecast future system sizing and capacity requirements and determine methods of addressing potential capacity issues. We would manage capacity as per the process defined within Accenture's Application Management Methodology.

Accenture will track the growth of the database and the effect on the disk space requirements. Accenture will track CPU and memory utilization over a period of time to confirm that the system is performing within the limits. Additionally, we would analyze trends from such tracking and discuss deviations with stakeholders to plan actions ahead of time.

Managing Peripheral System and Interfaces—SAP can have several peripheral systems and applications. The applications can typically be from third-party vendors, internally custom-built, or different SAP systems. Integration between the systems is an important part of these environments, and clear understanding of the basis of integration is important. The BASIS team will be responsible for monitoring and alerting on the health of the integration—through batch or real-time processes. In some cases, the team would be involved in the support and maintenance of these systems.

Setup and Maintenance of Alerts and Monitoring— Accenture will set up alert monitoring using the SAP Solution Manager system. The system would automatically trigger alerts in the form of system

messages or emails, based on specific threshold values that are configured according to the desired levels of monitoring and notification.

Accenture will also use the SAP CCMS alerting toolset to monitor the SAP systems at the component level. SAP Solution Manager enables the Operations team to view CCMS alerts of the production SAP systems from one central location. The CCMS provides extensive monitoring capabilities, including the following items:

- Dispatcher process unavailability
- Work process availability
- Batch process availability
- Update process availability
- Enqueue request errors
- ABAP Application Server availability
- Java Application Server availability
- Dialog process errors
- Spool process errors
- Update process errors
- Enqueue process errors
- ICM process errors

SAP Integration Testing

- System Testing
- Regression Testing
- Automated Testing
- Other Technical Testing- as needed (i.e. Batch and online performance testing)
- User Acceptance Testing

The State will retain responsibility for Integration Testing. In the role of Maintenance and Operations provider, Accenture will perform requirements analysis, functional and technical design, development, unit test, and string test and work with the Testing Center of Excellence (TCoE) to support subsequent (system, integration, User Acceptance Testing, Usability/GUI testing, regression, and automation) test activities.

Accenture will collaborate to help TCoE scope, plan, and execute test planning, test case development, data preparation and management, integration testing, system testing, user acceptance testing (UAT), system performance and load testing, and regression testing. Accenture will provide data management support, batch operational support, and defect resolution and unit/string testing. Accenture will create and use test automation for high-frequency change and high-risk areas to accelerate Accenture's delivery and minimize delivery risk to DTMB, as needed.

Accenture can also support various industry tools and accelerators which can be used to introduce efficiency and reduce the cycle time for SAP-related automation.

Refer to Section 10. Testing Services and Acceptance for details on testing methodology and approach.

Batch and Interface Support

Accenture will work with DTMB to stabilize and enhance the batch and interface performance. Accenture will increase system availability with timely completion of batch and interface runs, automate batch cycles to reduce costs, and tune the application to make batch jobs run faster. Accenture will analyze batch processing performance to identify trends and correlations between jobs. Accenture will enhance

performance by sequencing batch jobs to help increase system utilization and decrease the time required to complete the batch runs.

Accenture will implement an Automated Batch Monitoring (ABM) process to automate batch observation, improving batch completion time. ABM will run every hour, during online or during batch, and monitor the currently running batches for run time. ABM uses two sets of metrics to observe the batch flow. Accenture’s ABM solution will be configured with active alerts, providing proactive alerts to responsible teams, minimizing impacts and batch outages.

First, it monitors the currently running batches. Several metrics such as average run time and longest run time help determine if the batch is running longer than expected. It employs numerous statistical tools so that every batch can be accurately measured for completion. Importantly, Accenture will review these metrics periodically to foster further improvements.

Second, it observes how far the schedule has completed. If a list of given jobs—checkpoints—do not complete within so many hours of the batch cycle start, the ABM process raises an issue. This metric is necessary because individual jobs may not run slowly enough to cause a problem, but a collective list of slower-than-usual jobs could still prevent the schedule from completing on time.

When ABM detects there is an issue with the batch cycle, it abends and sends a notification to the Operations team. The team calls the Primary on Call who can check for information on the schedule issue. The team can then monitor or escalate the batch slowness.

Figure 18 and Figure 19 detail sample batch schedule and batch monitoring reports.

BATCH MASTER SCHEDULE

Batch Name	Procedure Name	Description	Frequency	Functional Area	Last Run
PRD_APP_VALIDATE	BATCHAPPVALIDATE	Validate application services	Daily	Batch Management	6/6/2016 0:05
PRD_APP_VALIDATE_MORNING	BATCHAPPVALIDATE	Validate application services at 6am MF (Sat Online)	Daily	Batch Management	6/6/2016 5:30
PRD_APP_VALIDATE_DAYTIME	BATCHAPPVALIDATE	Validate application services during business hours	Daily	Batch Management	6/6/2016 15:30
PRD_APP_VALIDATE_START	BATCHAPPVALIDATE	Validate application services at batch start	Daily	Batch Management	6/6/2016 18:12
PRD_DOC_ARCH	BATCHARCH	Stores PDFs in Documentum	Daily	Docgen	6/6/2016 22:48
PRD_DOC_ARCH_RECQ	BATCHARCHRECQ	Requeues BATCHARCH	Daily	Docgen	6/6/2016 22:48
PRD_DOC_ARCH_RTRT	BATCHARCHRESTART	Fixes errors from BATCHARCH	On Demand	Docgen	4/11/2016 16:15
PRD_BATCHBACKUPDB	BATCHBACKUPDB	BACKUP Database	Daily	Technical	6/6/2016 12:34
PRD_BATCH_BULK_CCR7	BATCHBULKCCR7	This batch process generates CCR7 reports from information entered via the Bulk CCR7 tag of the ACTIS scores.	Daily	Financials	6/6/2016 22:23
PRD_CHECK_TRIGGERS_OTHP	BATCHCHKTRIGGERS	Checking all the triggers in MICES after OTHP process	Daily	Enforcement	6/6/2016 20:06
PRD_CHECK_TRIGGERS	BATCHCHKTRIGGERS	Checking all the triggers in MICES	Daily	Technical	6/6/2016 22:15
PRD_CHECK_TRIGGERS_STOP	BATCHCHKTRIGGERS	Checking all the triggers in MICES after STOP process	Weekly	Enforcement	1/22/2014 21:01
PRD_CHECK_TRIGGERS_MMRG	BATCHCHKTRIGGERS	Checking all the triggers in MICES after MMRG ENABLE procedure	Quarterly	Case Management	4/16/2016 3:01

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Figure18. Sample Batch Master Schedule

Batch Run Monitoring Report

Status Of Batch Run In Mices 9.1 CSSPRD - Production 06/06/2016

Batch Name	Start Time	End Time	Total Time (Days hh:mm:ss)	Status	Comments
SP_PARM_DATE_UPDATE	06/06/2016 18:01:35	06/06/2016 18:01:35	00 00:00:00	SUCCESS	
BATCH_PRE_SET_SF_CONTEXT	06/06/2016 18:01:39	06/06/2016 18:01:39	00 00:00:00	SUCCESS	
BATCH_RESETAPP	06/06/2016 18:01:44	06/06/2016 18:10:52	00 00:09:08	SUCCESS	
BATCHCLEARAUTOSYSDB	06/06/2016 18:10:54	06/06/2016 18:12:23	00 00:01:29	SUCCESS	
BATCH_INTERFACE_MTCR_TRUNC	06/06/2016 18:12:35	06/06/2016 18:13:42	00 00:01:07	SUCCESS	
BATCH_CMAD	06/06/2016 18:13:46	06/06/2016 18:14:12	00 00:00:26	SUCCESS	
BATCH_CDP	06/06/2016 18:14:20	06/06/2016 18:14:33	00 00:00:13	SUCCESS	
BATCH_DCIS_IN	06/06/2016 18:14:21	06/06/2016 18:18:29	00 00:04:08	SUCCESS	
BATCH_CSENET_ERROR	06/06/2016 18:14:22	06/06/2016 18:14:26	00 00:00:04	SUCCESS	
BATCH_DHS_GC_XML_IN	06/06/2016 18:14:22	06/06/2016 18:15:00	00 00:00:38	SUCCESS	
BATCH_LASON_VALIDATE_UPD	06/06/2016 18:14:23	06/06/2016 18:14:39	00 00:00:16	SUCCESS	
BATCH_DNR_HUNTING_IN	06/06/2016 18:14:23	06/06/2016 18:30:11	00 00:15:48	SUCCESS	
BATCH_MISDU	06/06/2016 18:14:23	06/06/2016 18:25:28	00 00:11:05	SUCCESS	SDU Amount = \$ 6802121.44
BATCH_BDP	06/06/2016 18:14:41	06/06/2016 18:15:47	00 00:01:06	SUCCESS	SDU Count = 47081
BATCH_LASON_VALIDATE_EXP	06/06/2016 18:14:43	06/06/2016 18:14:44	00 00:00:01	SUCCESS	

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Figure19. The Sample Batch Run Report contains information on batch completion and progress.

Knowledge Transfer

- Knowledge transfer in support of system, process, and/or procedural changes.

In support of system, process, and/or procedural changes, Accenture will facilitate KT activities to harvest and preserve application-specific knowledge throughout the project lifecycle, implementing Accenture’s field-tested methodology to promote end user adoption and knowledge retention. Figure 20 aligns

Accenture’s KT approach with the system deployment phases, including activities that reduce the learning curve and the “time-to-productivity” for new and existing personnel.

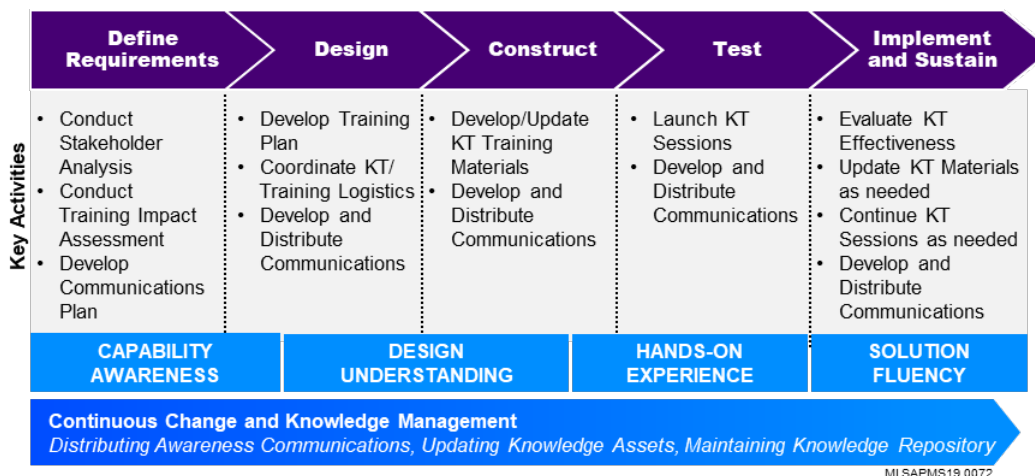


Figure20. Accenture Knowledge Transfer approach and activities

Throughout the MITAS delivery lifecycle, Accenture applies a KT approach that provides each team member—DTMB or Accenture—required documentation, knowledge, and experience to effectively analyze, test, and maintain the software and provide production support. Accenture will promote solution fluency by supporting each DTMB Lead (Project Manager, Solution Architect, TCoE Lead, Release Manager, Functional/Business Area Leads, Infrastructure Lead, Network Lead, Cloud Hosting Lead, etc.) and function as one team.

Define Requirements. During this phase, Accenture will identify and analyze stakeholder groups to understand who would be impacted and to what degree they would be impacted. This information is captured in Accenture’s Stakeholder Analysis and is used to account for all needed audiences in Accenture’s plans. As Accenture reviews break/fix or enhancement requests, Accenture will conduct a Training Impact Assessment and develop a Communications Plan to assess the training and communication needs for stakeholders regarding the new functionality. Maintaining a Communications Plan helps to confirm that the right people are receiving the right messages at the right time. Collaboration with DTMB Leadership and identified stakeholders is imperative in developing and distributing communications to engage end users throughout the full project lifecycle.

Functional and Systems Design. Using Accenture’s Stakeholder Analysis and Training Impact Assessment, Accenture will develop a Training Plan that consists of the following but not limited to: KT schedule, curriculum, logistics, delivery type, and instructors. This plan would be vital in mapping out what type of KT vehicles would be used to train identified staff and the appropriate timing of these sessions and/or communications. In this phase, change management activities including communications are continuously developed and distributed for stakeholder awareness early and often in association with release schedule(s).

Construct. As Design and Technical Specifications are reviewed, Accenture will leverage this information on functionality changes in conjunction with SME insights, to develop and/or update KT/training materials (which also include communications) and system documentation. Once approved, the Design and Technical Specifications also serve as knowledge assets, describing how capabilities are built and integrated. Accenture will also perform more in-depth KT sessions before we deploy more significant capabilities.

Test. Figure 21 showcases a wide array of delivery methods Accenture and the State may choose from based on the type of information being conveyed and the audience that is receiving this information.

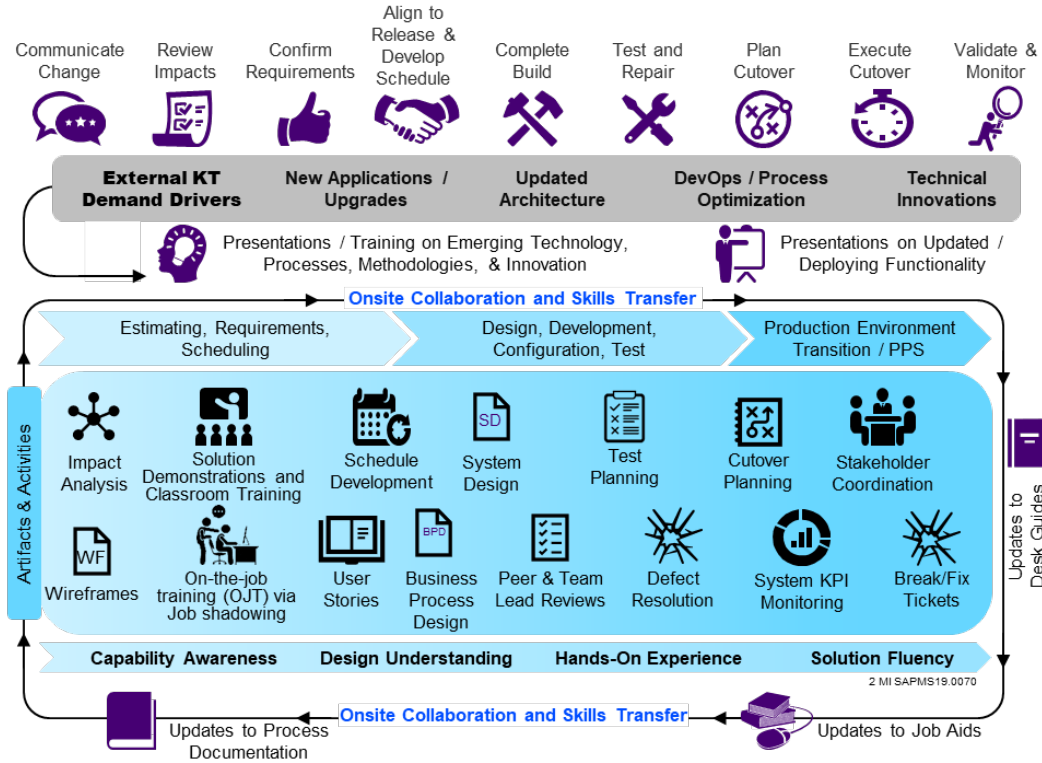


Figure21. Accenture’s Knowledge Transfer Lifecycle

Accenture’s dynamic KT approach relies on collaboration with DTMB leadership, stakeholders, IT personnel throughout the full KT lifecycle. Figure 22 highlights several delivery types and provide sample scenarios in which these would be chosen in conjunction with potential audience.

KT Delivery Type	Sample Use Case	Sample Audience
Skills Transfer	Review of revised Development Standards	DTMB IT personnel
	Review of upgraded Solution Manager	
On-the-Job Training (OJT) <i>Job shadowing, mentoring</i>	Demonstration of DevOps Tools	DTMB IT personnel
Classroom Training	New tax implementation	Impacted DTMB stakeholders and DTMB IT personnel
	System upgrades	

KT Delivery Type	Sample Use Case	Sample Audience
Virtual Training	Minor enhancements to existing functional capabilities	Impacted DTMB stakeholders and DTMB IT personnel

Figure22. Accenture uses a variety of training delivery types to allow different types of learners to be successful.

Implement and Sustain. To prepare for system deployment, Accenture will conduct cutover planning with all participants to create a master cutover plan inclusive of all tasks, sequences, as well as dependencies. Accenture will provide DTMB and Accenture resources deep-dive reviews and a playbook for interface and batch management, system shutdown, backups, BW queue processing, and system reconstitution. After enhancement or break/fix change migration, Accenture will monitor interface and transactional key performance indicators and identify outliers. This provides all resources an understanding of expected system behavior and enables proactive identification of issues and need for additional KT/training. As issues are raised or identified, Accenture will quickly investigate, troubleshoot, update knowledge assets, test resolutions and share feedback with DTMB personnel.

DTMB Evolution and KT. In addition to KT documents and activities Accenture will embed in the software lifecycle, Accenture will provide supplementary training or presentations on to-be-deployed capabilities, emerging technology, or process and methodology improvements. This will cover overviews of changes for implemented efforts including system upgrades, large programs, break/fix issues, and usability changes. Accenture will provide overviews of new technical capabilities to accelerate analysis and reduce manual effort. Accenture will demonstrate DevOps tools and processes to accelerate development and testing processes; Accenture will provide training on methodology or tool changes. Accenture will also present hot topics and emerging technology trends and use cases during Innovation Days specifically tailored for DTMB IT operations. Potential topics included RPA, DevOps, and UX improvements. These are practical innovations that will help DTMB implement enhanced productivity and user experience. Accenture will update Desk Guides, Job Aids, and Standard Operation Procedures in response to enhancement deployment, component and architecture updates, and for process changes. These documents provide all Accenture and DTMB resources with accurate references to assist with supporting business processes and MIITAS IT functions.

Accenture will use various assets to offer a breadth of knowledge to the team for their effective and efficient functioning, throughout the MIITAS delivery lifecycle. The following are a few of the assets Accenture will use within the team which is in addition to the tools being used for transition towards the start of the contract as detailed in Figure 5.

- **QUASAR/KLEWER** mines information from unstructured documents such emails, logs, chat and voice conversations to extract knowledge items, create a knowledge repository, and provide Q&A and search capabilities.
- **Innate intelligence miner** reverse-engineers and creates business process flow from existing application documents.
- **Automatic Technical Tool Generator** enables automatic creation of technical documentation from the code.
- **Automated Ticket Resolver** provides guided and assisted ticket resolution and updates the ticketing tool on status as follows:
 - Provides machine learning to resolve tickets autonomously
 - Integrates with the ticketing tool to classify and triage tickets and service requests
 - Offers bidirectional integration with ticketing tools

- Includes configurable ticket categories to be auto-resolved with confidence scores
- Provides auto-trigger scripts/RPA bots where resolution known
- Offers assisted resolution using work instructions or GTR App where required
- Has built-in chat bot self-service
- Auto-trains with continuous machine learning
- **Guided Ticket Resolution through ATR** is a digitized knowledge management application that provided steps and guidance to the support engineer to solve a ticket by using the business process and ticket resolution knowledge harvested from SMEs and team members as follows:
 - Offers configurable business process flows, work instructions, and resolution steps for applications supported
 - Maps tickets to workflow and business process through machine learning
 - Provides bidirectional integration with ticket resolvers and ticketing tools
 - Supports SME reviews and collaborative ticket resolution
 - Provides ticket analytics based on business processes and resolution

Enhancements

- Reserve bank of hours for program strategic plan priorities, federal or legislative mandates, policy or regulation changes requiring separate “Statements of Work” (SOW).

Accenture understands the State estimates up to 10,000 hours per year, beyond and above the baseline application maintenance, may be allocated to address application improvements, enhancements, and new functionality and may include the following scope of services:

- Addressing new legislation, policy, or program-strategic initiatives
- Improving system usability for workers
- Improving overall functional and technical performance
- New technologies (supportive or replacement)

Accenture will be flexible in managing varying demand and committed to accommodating changes in business requirements. Accenture will provide flexible sourcing options based on the State’s requirements and long-term viability. Accenture understands and agrees the State would authorize Statements of Work (SOWs) that may be fixed price for a specific unit of work or time and materials for a set period of staff augmentation. Sourcing models are tailored to each situation so Accenture will provide different delivery models based on DTMB requirements.

Accenture also understand the annual reserve bank of 10,000 hours is an estimate only, and the State is not obligated to purchase any or all 10,000 hours in any given year or with reasonable prior notice may require more than the estimated 10,000 hours. Any deviation from the baselined estimate would be dealt with using an established Change Control process. If needed, Accenture will use a predictable Additional Resource Count (ARC)/Reduce Resource Count (RRC) mechanism for managing scope variations. Accenture will have a mechanism to adjust the price for volume variation (or capacity adjustment), generally known as:

- **ARC**—An incremental charge for consumption of resource above the base capacity
- **RRC**—Credit to the State for consumption of resource units below the base capacity

Annual Reassessment of Baseline Application Maintenance and Support Effort

Accenture agrees to annually work with the State to reassess the Baseline Application Maintenance and Support required to support the needs of the business and adjust the pricing model accordingly.

End User License Agreements for Third-Party Products

With respect to the tools Accenture is currently planning to bring to the engagement, no separate end user license agreement will be required.

Following are the third-party products, all of which are Accenture tools:

- SMART—Status Monitoring and Application Reporting Tool
- Mobilization Digital Dashboard
- iFACT—Intelligent Fact Analyzer & Construal Tool
- ASD for SAP—Accenture System Diagnostics
- QUASAR/KLEWER
- Innate Intelligence Miner
- Automated Ticket Resolver and Guided Ticket Resolution
- myWizard
- Automation Opportunity Finder
- Accenture DevOps Platform (ADOP)

8. SERVICES REQUIREMENTS

All configurations or customizations made to the SAP product during the term of the awarded contract must be forward-compatible with future releases and be fully supported by the Contractor without additional costs.

Approach to validate each requirement

Accenture will develop a Requirements Traceability Matrix (RTM) or maintain it if one already exists for the MITAS application. Accenture will update the RTM as part of new functionality and solution enhancement work and verify existing RTM specifications as part of break/fix efforts.

Accenture will include validations throughout the solution development lifecycle to verify requirements. Figure 23 illustrates how requirements management is initiated early in an enhancement process, and becomes a foundation supporting the enhancement estimate. These requirements management aspects are not specific to the use of Waterfall methodology. For Agile delivery, the backlog of epics, features, user stories, and technical debt items would be continuously validated and prioritized as part of Accenture's backlog grooming conducted with each sprint. Accenture illustrates these aspects in Figure 24.

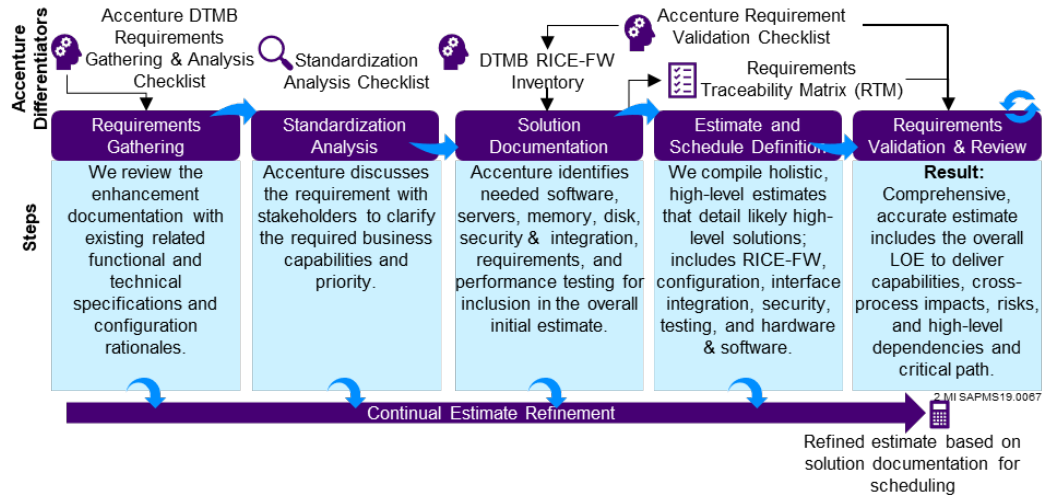


Figure23. Accenture’s Requirements Traceability Approach for DTMB

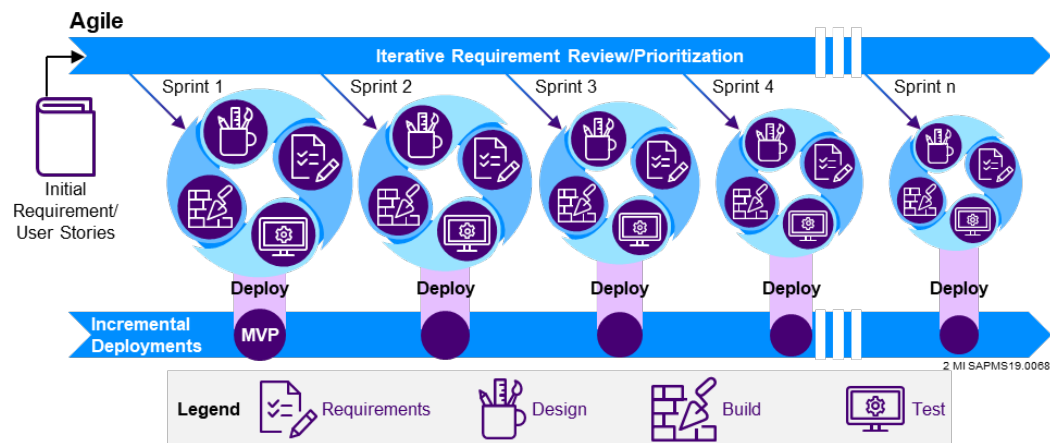


Figure24. Accenture’s Agile-Based Approach for Requirements Management

Configurations and Customizations to the SAP Product (CORE MODS)

Part of Accenture’s strength includes the ability to use standard capabilities of the SAP application without modifying the SAP product. By taking advantage of standard SAP customization and configuration capabilities including SPRO, user exits, enhancement points, switches, and standard SAP development platform capabilities (e.g., Eclipse and Legacy System Migration Workbench), Accenture will maintain the ability to apply standard OSS notes, SAP enhancement packs, SAP support packs, and SAP migration utilities (e.g., S/4HANA migration utility) with confidence.

As the business requirements evolve and change over time, Accenture will work with Treasury representatives and DTMB leadership to select the best solution approach and provide the most complete business capability. Should these considerations necessitate customization (e.g., ABAP program, function module, or workflow), Accenture will clearly and proactively identify this situation. Accenture will provide standard support to existing core modifications, but would avoid new core modifications. Future core modifications will only be made if both DTMB and Accenture agree that they are necessary to address a future business need.

9. MIGRATION

There are no migration services needed at this time, however the State may need migration services in the future. Accenture will provide migration services if required based on SOW issuance.

10. TESTING SERVICES AND ACCEPTANCE CRITERIA.

Acceptance is tied to Contractor's adequate performance of required services and/or delivery of the deliverables. Acceptance of any deliverable or services must be approved by the SAP DTMB Project Manager. This review may be contingent upon acceptance of other stakeholders and the SAP DTMB Project Managers' designees. The state will provide written approval or rejection of the deliverable within a reasonable amount of time after delivery of such deliverables. If the deliverable is rejected by the State, the Contractor has 15 business days to resubmit the deliverable for approval.

TESTING. The Department of Treasury and DTMB will conduct User Acceptance Testing on all changes prior to implementation into production.

FINAL ACCEPTANCE. Final acceptance is expressly conditioned upon completion of ALL applicable tasks, deliverables/milestones. Contractor must submit monthly report illustrating tasks completed and milestones relevant to tasks underdevelopment.

Accenture's methodology has built-in checks and balances through all stages to help confirm that work is in line with agreed specifications. These checks and balances and entry and exit criteria would be adjusted from Accenture's core methodology based on DTMB's input and established before each phase of work starts to align DTMB and Accenture requirements.

Stage Gates are the mechanism by which Accenture tracks and measures progress against the acceptance criteria within each phase of the methodology. Each Stage Gate is treated as if it were a go-live event and the checkpoints help promote:

- Executing to the plan as expected.
- Business and solution readiness.
- Attention to project risks and issues as early and rapidly as possible.
- Prevention of compounding issues at the end of the project that could cause major delays, high overtime or workloads, or unacceptable risk.

When defining entry and exit criteria, Accenture will:

- identify DTMB owners responsible for final review and sign-off.
- identify Accenture owners responsible for review.
- define criteria of the deliverable or achievement required to achieve sign-off.
- determine the timing of the deliverable and/or stage—such as beginning of Test phase.

Acceptance Sign-off Process

Accenture proposes the following acceptance and sign-off process for the project deliverables:

- First submission of deliverables will be provided to the identified DTMB reviewer by the submission date for review and approval.
- The reviewer will analyze the deliverables and provide written comments and observations within 7 business days. In the event that the deliverable had significant deficiencies that would require the reviewer to take longer than 7 days to review and/or note deficiencies, the deliverable may be rejected and the vendor may be asked to resubmit after correcting the deficiencies.

- The Accenture team will update the deliverables after receipt of written comments and observations and submit final deliverables back to the reviewer within 5 business days from the receipt of written comments and observations.
- The reviewer would review the open items and approve the deliverables in five business days.
- Sign-off and Deemed Acceptance would be assumed if either of the following events occur:
 - Within five business days from date of final submission of the deliverables, to the reviewer, unless any response to observations identified during the DTMB review needs further modification. If a disagreement arises, matters would be discussed and settled on a case-by-case basis.

Any changes suggested after Sign-off/Deemed Acceptance will be subject to the Change Control process.

Accenture understands and accepts that Treasury and DTMB will conduct System Integration Testing and user acceptance testing on all changes before implementation into production.

Final Acceptance and Reporting Process

Accenture agrees with the State’s requirement that the final acceptance is expressly conditioned on completion of all applicable tasks, deliverables, and milestones.

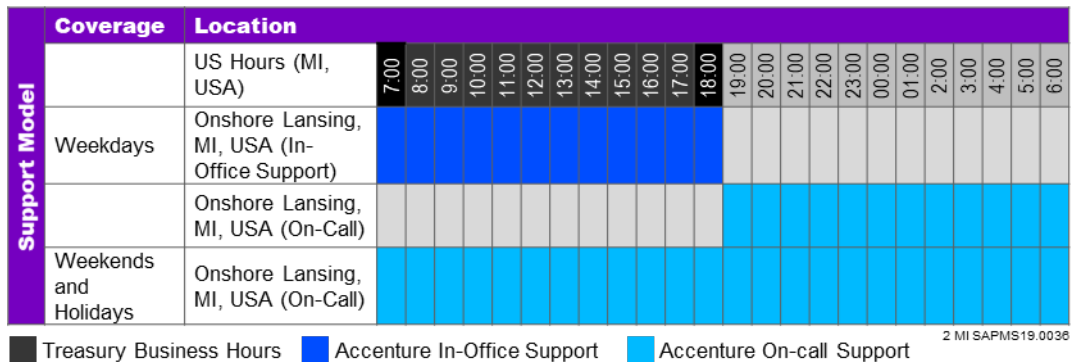
Accenture will deliver the Program Status Report monthly and include:

- Tasks completed during the reporting period.
- Tasks in progress, key milestones, and expected review and completion dates.

11. SUPPORT AND OPERATIONS

Support-Hours

Accenture’s support model provides in-office support during business hours with on-call support outside of business hours and weekends. The onshore team based in Lansing will provide in-office support Monday through Friday, 7.00 a.m. to 6.00 p.m. EST and on-call support out of these hours and on weekends. No overtime will be authorized or paid. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. Contractor will not be reimbursed for travel expenses or travel time.



12. PROJECT PLAN MANAGEMENT

TRANSITIONS SERVICES:

Upon termination or expiration of the agreement, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the

State, to allow for the expired or terminated portion of the agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the services at the established rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return (in a format specified by the State) to the State all data stored in the solution; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

Contractor must provide a detailed transition-in and transition-out plan, including any roles or responsibilities expected of the State. The plan must adequately demonstrate the steps to migrate between Contractor's Solution and third-party Solutions.

TRANSITIONS IN:

ORIENTATING MEETING

1. Within two (2) business days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of Treasury SAP.
2. Within five (5) business days from execution of the Contract, the Contractor will be required to attend a project kickoff meeting to attend a SAP walk-through.
3. The meetings will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor
4. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

TRANSITION TASKS AND TIMELINES:

On-boarding of contractor staff to begin knowledge transfer is expected to start upon signed contract acceptance.

- Contract Execution + 2 business days –
 - The Contractor's Project Delivery Manager must meet with the DTMB SAP Project Manager, DTMB SAP Solution Architect, Treasury System Owner to:
 - Become familiar with the SAP processes, reports, and metrics
 - Gain a full understanding of the State's expectations regarding the level of cooperation and interaction between the State staff and the Contractor,
 - Become familiar with processes and services provided by DTMB staff and other DTMB contracts, and
 - Set exact dates for meetings for the duration of the project initiation task.
- Contract Execution + 5 business days –
 - Project Kickoff - The Contractor must conduct a Project Kickoff Meeting at the project office in Dimondale at a date and time mutually acceptable to the State and the Contractor. All Contractor's key personnel must attend the Project Kickoff Meeting.
 - Contractor's key personnel must attend a walkthrough of the SAP architecture provided by incumbent Contractor and DTMB State staff.
 - Contractor's key personnel must attend a walkthrough provided by the Treasury staff of the business operations of Treasury Business taxes and its role in developing, supporting and maintaining SAP.
 - Using the State's PMM, Contractor shall present an overview of the preliminary project plan including the project schedule, plans for submitting deliverables, plans for DTMB and Treasury review and approval of deliverables, plans for all transition activities, and other areas of coordination between Contractor and the State. Key DTMB, Treasury, and incumbent Contractor staff will attend.

- Contractor will deliver a final transition work plan that identifies all deliverables needed from the incumbent contractor and the State. The Contractor's Final Project Plan must include the following:
 - The Contractor's project organizational structure.
 - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted Contract. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
- Contract Execution + 30 business days –
 - During Month 1 of transition, the following must happen:
 1. The Contractor's key personnel must occupy space at the State's office location.
 2. The Contractor must begin to conduct formal weekly status meetings with the State and incumbent Contractor.
 3. The Contractor project delivery manager shall attend all status meetings with the State, Treasury and incumbent Contractor. The Contractor shall generate a Status Report as the basis for the status meeting. In the Status Report, the Contractor shall address:
 - a. Project schedule (current status of all tasks)
 - b. Near term activities
 - c. Deliverables (submitted, due, overdue, approval status, and payment status)
 - d. Staffing (planned labor hours and actual labor hours)
 - e. Project risks (including mitigation strategy and status)
 - f. Quality assurance (tasks and status) (If asked to provide testing by the State)
 - g. Oversight of any subcontracts
 - h. Issues (log of identified issues with status of each)
 - i. Action items (log of items with status of each)
 - j. Other topics requested by the State
 4. The Contractor shall generate minutes for all status meetings and distribute the minutes via e-mail within two business days of the meeting for the State's review and approval.
 5. The Contractor key personnel shall begin attending the weekly status meetings between the State and the incumbent Contractor and attend all team meetings.
 6. The Contractor key personnel shall job shadow the appropriate key personnel of the incumbent Contractor or State staff and attend orientation presentations by the incumbent Contractor or State staff addressing SAP MIITAS at a high level.
- Contract Execution + 60 business days –
 - During Month 2, the following must happen:
 1. Contractor key personnel shall attend orientation presentations by Treasury to gain an understanding of the Michigan Business Tax Processing and agency expectations in working with the Contractor.
 2. Contractor key personnel, supervisors, team leaders and appropriate technical staff shall attend presentations by the incumbent Contractor and State staff addressing support of batch processes and interfaces (if the State has requested the Contractor to assume responsibilities for batch processing support), application design, database design, Cloud

hosting environments, application code, and configuration management process walkthroughs. The Contractor shall become familiar with the existing testing methodology (test plans, test case scenarios, testing tools, and automated test scripts).

3. The Contractor staff shall complete a review of all systems documentation prior to the completion of the transition period.
 4. Contractor key personnel, supervisors, team leaders and appropriate technical staff will meet with Treasury business SMEs and the State staff or Incumbent contractor subject matter experts to walk through all “work in progress” that will be assumed by the Contractor. The work in progress to be reviewed will include: in process or completed requirements for specific units of work; in process or completed functional designs for specific units of work; in process system designs for specific units of work.
 5. The State will facilitate a meeting with the new and incumbent Contractor to identify the final transition activities for Month 3.
- Contract Execution + 90 business days –
 1. The new Contractor shall spend the first two weeks attending question and answer sessions with the incumbent Contractor, DTMB and Treasury and advising the State of any areas of concern based on previous presentations, review of documentation, ‘work in progress’ and code walkthroughs.
 2. The incumbent Contractor, the State and the new Contractor shall conduct technical interchange meetings as requested by either the State or the new Contractor. The purpose of these meetings is to quickly resolve key technical issues, concerns or questions that arise, by assembling the appropriate State and Contractor staff to understand and resolve the issue.
 3. Month 3 shall be dedicated to final transition tasks identified by the Contractors (incumbent and new) and the State (DTMB-IT and Treasury) in order to ensure a smooth transition. The new Contractor must complete the following performance readiness review subtasks in order to demonstrate readiness to begin the remaining tasks required for complete support and control of the SAP MIITAS System:
 - Successfully complete ten (10) business days of review, analysis, and solution recommendation for Support tickets selected by the State. The incumbent Contractor and the State will review and evaluate the recommended solutions.
 - Successfully complete fourteen (14) successive 24-hour days monitoring the SAP environment, including Production, QA, Development and Application Servers, with the incumbent Contractor and State serving only as quality assurance supervisors of the operations.
 - If the Contractor is asked to support batch operations and interfaces, the Contractor must successfully support fourteen (14) successive batch executions. The Contractor will report on systems status.
 - Demonstrate an understanding of the State’s PMM and SUITE processes and templates, by training all Contractor staff being assigned to the SAP project, with the State’s designated SUITE liaison and DTMB staff in attendance.
 - Develop a detailed work plan for the activities that will be undertaken and completed during the first three months after Contract startup, including all assumed work in progress, and specifically addressing all items that will be included in the first release of the system after the new Contract is signed.

The Contractor Project Delivery Manager will be responsible for maintaining a project schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and

State - required to meet the timeframes as agreed to by both parties for all release and maintenance activities. The State follows a standard ITIL Release Management process that the Contractor must adhere to. The Contractor can present recommendations for improvements or changes to this process.

The Contractor Project Delivery Manager will be responsible for ensuring all system upgrades are included and planned within defined releases.

The Contractor Project Delivery Manager will be responsible for delivering a monthly plan 30 days in advance that describes and details all maintenance and downtime required for the next month. The Contractor Project Delivery Manager will ensure that this plan aligns with the Treasury black-out calendar.

Within three months of the Contract start, the Contractor must provide a roadmap for continued stabilization of the SAP environment that includes strategies for reducing the current backlog and the amount of incoming break fix tickets.

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

Figure 25 lists key activities that take place as part of Transition Execution.

Category	Activity
Program	<ul style="list-style-type: none"> Finalize transition scope and detailed transition workplan creation and confirmation Create, review, and agree on transition exit criteria Manage Transition Program governance Track schedule and budget of transition and prompt, successful completion of transition Letter of Intent to be provided by the State at least four weeks before contract start so that Accenture can begin crucial activities such as setting up a secured bay and running ASD tools to accomplish early knowledge capture

CATEGORY	ACTIVITY
Process	<p>Covers implementation, setup, and any training related to the following areas:</p> <p>Service Model</p> <ul style="list-style-type: none"> Document, review, and approve as appropriate <p>Service Management Processes</p> <ul style="list-style-type: none"> Use existing State of Michigan Service Management processes Apply appropriate tweaks to these processes in-line with the agreed new Service Model between the State of Michigan and Accenture Complete required trainings on processes <p>Service Management Tools</p> <ul style="list-style-type: none"> Share existing Service Management tools, including ticketing tool Configure tools for use by Accenture's team and get required accesses, privileges, and licenses Complete required trainings on tools <p>Establish Service Reporting Framework</p> <ul style="list-style-type: none"> Understand the reporting requirements, data sources, and any data processing needs Establish and agree on review process, formats, and review framework <p>Service Readiness</p> <ul style="list-style-type: none"> Create service readiness checklist

CATEGORY	ACTIVITY
	<ul style="list-style-type: none"> • Perform periodic service readiness checks for each KT wave starting at least four weeks before go-live to track and confirm go-live readiness
Technology	<p>Connectivity</p> <ul style="list-style-type: none"> • Establish connectivity between State of Michigan data and Accenture delivery locations <p>Workplace Setup</p> <ul style="list-style-type: none"> • Perform appropriate workplace setup for the newly ramped team, adhering to State of Michigan requirements <p>Application and System Access Enablement</p> <ul style="list-style-type: none"> • Assess application and system access requirements and obtain required access for Accenture personnel • Test accesses before the start of the Demonstrate phase
People	<p>Ramp-Up and Onboarding</p> <ul style="list-style-type: none"> • Identify the required number of personnel, considering the functional and technical skill requirement in line with ramp-up plan aligned to the KT wave strategy • Use sourcing strategies to staff project <p>Onboarding</p> <ul style="list-style-type: none"> • Complete State of Michigan–specific onboarding activities for the personnel and request access to tools and technology <p>Knowledge Transfer</p> <ul style="list-style-type: none"> • Plan KT by wave for each application/KT focus area in the wave to solidify KT coverage, required number of KT sprints, SME availability, and Knowledge Recipient (KR) alignment • Create and finalize KT Plan for each application and KT focus areas for each planned KT sprint • Develop KT per KT Plan • Evaluate proficiency KRs • Track and report KT progress • Complete KT assessment <p>The following section details Accenture’s KT methodology and the State of Michigan–specific KT strategy.</p>

Figure25. Transition Tracks and Activities

Accenture will accomplish the following high-level activities during each Knowledge Transfer (KT) phase.

Launch and Plan (Week 2–Week 3, which is Month 1)

- Confirm the KT scope
- Confirm SMEs and conduct KT kickoff sessions
- Conduct KT orientation sessions with Accenture participants
- Create a plan for the Foundation learning
- Create and review comprehensive set of use cases using the use case templates
- Map the activities to the Demonstrate phase as mentioned in the Contract
- Start conducting weekly status meetings between the State and incumbent contractors where the weekly status reports would be generated to capture:
 - Project schedule (status of all tasks).
 - Activities nearing planned completion date.
 - Deliverables (submitted, due, overdue, approval status, and payment status).

- Staffing (planned vs. actuals).
 - Project risks (including mitigation plan and status).
 - Issues (log of identified issues with status of each).
 - Action items (log of items with status of each).
 - Any other topics requested by the State.
- Minutes of meeting will be generated after every meeting and sent to the State for review and approval.
 - Accenture's key personnel will be located at the State's office and part of these meetings.

Execute KT—Foundation Learning, Discover and Simulate Phases (Week 4–Week 10, which is end of Month 1 to start of Month 3)

- Accenture personnel will review and go through the available knowledge base and documents.
- As part of Foundation learning, Accenture key personnel will attend orientation presentations by Treasury to gain an understanding of the Michigan Business Tax Processing and State's expectations on working with them.
- Accenture will conduct three sprints—each lasting two weeks—of the Discover/Simulate phase.
- Accenture will develop the schedule for each sprint iteratively by working with the State of Michigan KT lead and SMEs and agree on top-priority items as Sprint Backlog or User Stories and complete learning and discover sessions as per schedule.
- Apart from understanding Michigan Business Tax Processing, Accenture will conduct sessions on understanding the batch processes, interfaces, application and database design, cloud hosting environments, application code and configuration management, and process walkthroughs.
- The activities and tasks learned will be simulated and showcased as playback sessions to confirm the knowledge gained. This will be done using defined use cases such as job shadowing.
- Starting Week 5 (towards the end of Month 1), Accenture key personnel will start the first sprint of Discover/Simulate (job shadow) by working with the appropriate key personnel of the incumbent Contractor or State staff and start attending orientation presentations by the incumbent Contractor or State staff addressing SAP MIITAS at a high level.
- Accenture will closely monitor progress in terms of use cases delivery plan, SME cooperation, KR involvement.
- Accenture will continue to conduct weekly status meetings.
- Accenture will perform KT cascades required for any new team members.
- Sprint review sessions occur with the SME/KR at the end of each sprint to highlight accomplishments.
- Accenture will work with the State of Michigan and incumbent lead to agree on Demonstrate principles—percentage of work Accenture would perform week on week. Expectation is that Accenture would do 100 percent during the last week of the Demonstrate phase besides the detailed activities mentioned in the Contract.
- Starting Week 10 (Month 3), the Create Service Readiness Test Plan identifies the tasks, areas, action items, and mode to conduct the testing.
- Additional focus will also be provided to understand any specific periodic (such as month-end, quarter-end, and year-end) activities. This is a crucial taxation system where specific activities need to be performed; therefore, Accenture will verify that during KT, at least two rounds of month-end activities are discovered or simulated to verify we do not overlook critical aspects of support during Transition.

Demonstrate and Service Readiness Testing

(Week 11–Week 13, +Month 3)

- Execute work in demonstrate mode based on defined use cases in line with the ones mentioned in the Contract to demonstrate readiness to begin the remaining tasks required for complete support and control of the SAP MIITAS, which is as follows:
 - Successfully complete 10 business days of review, analysis, and solution recommendation for Support tickets selected by the State.
 - Successfully complete 14 successive 24-hour days monitoring the SAP environment—including Production, QA, Development, and Application Servers—where the incumbent Contractor and State would serve only as quality assurance supervisors of the operations.
 - Successfully support 14 successive batch executions. This will be reported as part of the status.
 - Demonstrate an understanding of the State’s PMM and SUITE processes and templates by training all Accenture’s personnel being assigned to the SAP project in the presence of the State’s designated SUITE liaison and DTMB staff.
 - Develop a detailed 30-60-90-day plan for the activities that would be undertaken and completed during the first three months post-transition.
- All the activities and outcomes would be tracked and monitored daily (added emphasis on identified critical application areas).
- Complete the service rehearsal execution for each of the planned scenarios and document the results as a key input to the Go/No-Go meeting before cutover.
- If any gaps identified, agree on the remediation actions and implement them within agreed timelines.
- This is a period that can be treated as Parallel Service Delivery where accountability of work remains with current incumbent.

Knowledge-sharing and cascade will take place as required as a part of each sprint and at every logical step during KT where new personnel will be onboarded. The mode of cascade would be sessions or discussions with primary KRAs, self-study of available documents, and System Understanding Documents (SUDs) created during KT and participation in simulate and demonstrate activities as appropriate.

Safety Net

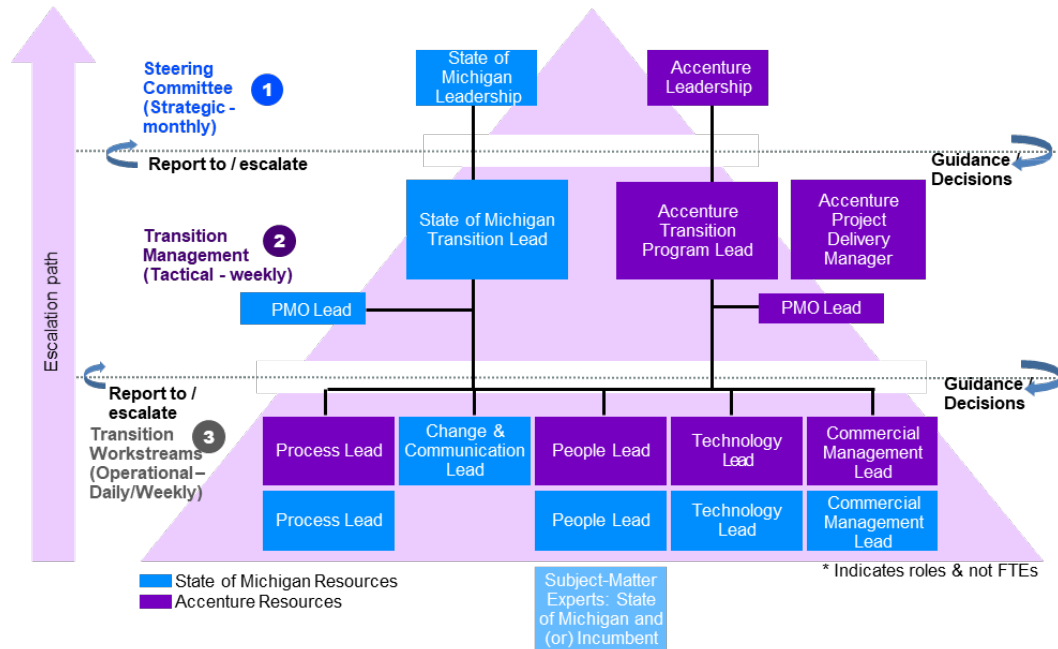
Accenture understand this is a crucial taxation system and, hence, it is important for Accenture to understand periodic (month-end, quarter-end, year-end) activities. Although Accenture will be discovering and simulating two month-end cycles (end of Month 1 and end of Month 2) during transition, Accenture proposes a safety net of two weeks post-go-live (during Week 14 and Week 15) where the State will retain key personnel—approximately 5 percent of the incumbent SMEs considering end of Month 3 would be quarter end and there could be some periodic quarter-end activities. Accenture continues to be the primary support starting Week 14 (Month 4); however, this is only to mitigate the risk of any unforeseen circumstances considering the criticality of the landscape for the State of Michigan’s SAP MIITAS.

After transition, the Accenture Transition Lead will present the closure and sign-off document to formally complete the transition. As part of ongoing service delivery, the Project Delivery Manager would be delivering a monthly plan 30 days before that describes and details all maintenance and downtime required for the next month. The Project Delivery Manager will also verify that this plan aligns with the Treasury black-out calendar.

Accenture will implement the three-tiered governance model we detail in Figure 26 and the following measures to provide quality transition:

- Weekly status reporting of transition consisting of progress, milestones, missed targets (if any) along with remediation action, risks, and issues

- Daily status tracking of KT progress and update to KT plans if required
- Formal review and sign-off on each deliverable and milestone to mark its completion



- 1 JOINT TRANSITION STEERING COMMITTEE**
 - Review & confirm alignment of transition with business direction
 - Overall oversight and resolution of blocking issues
 - Go/No-Go Decisions
 - 2 STATE OF MICHIGAN & ACCENTURE TRANSITION LEADS**
 - Manage transition execution, track progress against plan
 - Manage issues and risks
 - Manage people/staffing issues
 - Confirm wave Go/No-Go decision
 - KT sign-off & service readiness
 - CIO to sign-off at an entity-level
 - 3 OPERATIONAL ACTIONS**
 - Joint agreement on process, tools, and KPIs to report on
 - Track progress and readiness criteria
 - Coordinated commercial management
- 3 MI SAPMS19.0031

Figure26. Accenture’s Three-Tiered Governance Model for Transition

Figure 27 provides a high-level set of activities for each of the roles mentioned in the governance model and expected effort required during transition. These roles may not necessarily be performed by the same individual. The effort required would vary depending on the phase of transition; hence, we detail the approximate range of effort in the following table.

The State of Michigan’s Role	Service Transition Activities	Expected Time during transition
The State of Michigan Leadership	<ul style="list-style-type: none"> • Guide and Sponsor Transition activities 	One to two hours weekly during transition
The State of Michigan Transition Lead	<ul style="list-style-type: none"> • Jointly manage transition program and risk mitigations along with Accenture Transition Lead and Accenture Project Manager • Review and sign off transition plans, deliverables, and track transition completion 	20 percent of their time during transition

The State of Michigan's Role	Service Transition Activities	Expected Time during transition
The State of Michigan People Lead	<ul style="list-style-type: none"> • With Accenture People lead, jointly contribute to oversight and coordination of knowledge acquisition activities and review KT Plan, KT coverage, and playback sessions • Support SME availability for KT activities 	15 to 20 percent of their time during transition
Incumbent Subject-Matter Experts for KT	<ul style="list-style-type: none"> • Complete application KT questionnaire and assist in development of KT Plan • Conduct KT activities as per the KT Plan(s) • Provide and review (with Accenture KRs) all system documentation • Assess KR's proficiency for role 	10 to 20 percent of their time during transition
The State of Michigan Technology Lead	<ul style="list-style-type: none"> • Lead efforts to verify Accenture personnel have timely access to facilities and workspace as required; Accenture Connectivity team has access to the appropriate personnel necessary to support connectivity and security access provisioning. 	15 to 20 percent of their time during transition
The State of Michigan Process Lead	<ul style="list-style-type: none"> • Assist in implementing Service Management framework • Provide current service performance data, processes, procedures and relevant documentation • Review and sign off Service Management deliverables 	10 to 15 percent of their time during transition

Figure27. High-Level Governance Model Activities

Transition approach for In-progress/in-flight projects

As confirmed by the State, "in-process" projects would not be transitioned until after the go-live warranty period ends.

SUITE DOCUMENTATION:

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

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient,

effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

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

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

Application Maintenance Deliverables

Accenture will provide the following required deliverables at the specified frequency detailed in Figure 28.

Deliverable	Frequency	Description
Requirements Analysis Documents	As per project plan	Business Requirement document
Application Documentation	As prescribed by SUITE methodology	Batch run books, batch flow diagrams, Mi-Support entries, training material
Functional and Technical Design Documents, including website taxonomy diagrams	On completion	Functional and Technical Design Documents
System Procedure Documentation	As prescribed by the SUITE methodology	Configuration Management Plan
Functional Area Documentation	As per project plan	Documentation on the functional area
Completed Application Code, through successful Unit and String Testing using various browsers (Internet Explorer testing for internal applications, various browsers for external public-facing applications)	As per project plan	All codes configuration items (CIs) such as SAP and Java, Unit Test, and String Test Plans and Results documents
Unit Test Results	As per project plan	Unit Test
String Test Results	As per project plan	String Test
Updates to the Repository	As needed	Updates of multiple types of data within the data repository
Recommendations, as needed, to improve the effectiveness, efficiency and integration of the	As identified	These are analysis results documents, findings from internal research of Accenture's knowledge capital.

Deliverable	Frequency	Description
application architecture to improve performance or usability, address new requirements, or incorporate new technology		
Website graphics	As needed	As outlined in functional designs
Marketing of new public-facing web initiatives	As requested by the business	Billboards, posters, press releases, and other methods generated by Accenture's marketing division
Operational readiness plans for all software releases	With every release	Detailed plan listing the online, batch and validation activities that must occur with the release

Figure 28

Application Maintenance Activities

Accenture's approach to the application maintenance activities include:

Management of resources and tasks: The Accenture team will work with the Project Management team to create and track tasks throughout the SDLC and manage individual resources. Accenture will manage the process according to the Project Release Plan. Each week, team members will update their tasks with estimated time to completion through their time reporting. By doing so, Accenture will update the remaining time for each task in the plan and can determine whether tasks remain on schedule and take appropriate action when they do not. As needed, Accenture will enter change controls to add or remove time and tasks from the plan as they take more or less effort than originally estimated. Accenture will participate with the State and Project Management team in the Change Control Board to realign schedules and task priorities when they vary from the project plan. Accenture will manage resources and tasks through the plan with State priorities.

Update and/or create application documentation: Accenture will work with the State's designated Communications team and assist the Training team with the creation, publishing, and maintenance of user documentation. Accenture will make their system experts available to you to support worker sessions for knowledge sharing.

Business Analysis and Requirements: The Accenture Analysis team will perform business analysis with the input of the State and other stakeholders. The Accenture team takes the State's policy—as well as federal and State requirements and business input—and distills them into business requirements. Accenture will work with relevant stakeholders to build consensus in Joint Application Design (JAD) sessions to capture the State's business needs. Accenture will deliver the business requirements in the Business Requirements Document before loading them into the State's repository.

Functional Design: After eliciting the business requirements, the Accenture Analysis team works with the Development team to propose a functional solution. Accenture will then work with a JAD group to refine the solution and verify it fits the State's business requirements. Accenture will write functional requirements to describe the solution for implementation and testing, tracing the functional requirements back to the business requirements to confirm that Accenture addressed the business requirements.

System Design: The Development team will create the system design deliverable in which Accenture provides the high-level technical solution to the functional design. The team maps the functional requirements for a task to individual configurable items (CIs), such as screens, batch processes, or scripts. Accenture will also document the relevant portion of the data model with entity relationship diagrams (ERDs). From the system design, the Accenture team creates Technical Designs for individual

CI, including technical diagrams and flowcharts, pseudocode, procedure and function specifications, and technical requirements.

Development of Application Code (Construction)

SEM Structured Walkthroughs and Stage Exits: Accenture values structured walkthroughs as a vital part of Accenture's successful methodology. Accenture will peer review the business requirement documents, functional designs, system designs, technical designs, code, and test scripts at all levels. Accenture will document these walkthroughs in accordance with the State's SUITE methodology.

Technical Documentation: Accenture will load the system and technical requirements into the State's repository, tracking and tracing back to the functional requirements. The team will work from the requirements to develop code in SAP and Java as appropriate.

Unit and String Testing: The Accenture Development team unit will test each CI before the construction stage is complete. When construction exit criteria are satisfied, the code is migrated to the string test region for testing that the individual components work together correctly. When the String Testing phase completes, Accenture will migrate the code to testing regions for Treasury's Testing team to perform system test, regression testing, and UAT.

Following UAT, the code will be ready to be released to production. Accenture will work with the Communications team, Project Management team, and Treasury to plan and execute the build, validate the success of the build, and perform release-related activities.

Batch Processes (New batch process development and maintenance, batch performance tuning, batch process documentation): In the scope of Accenture's analysis and development work, Accenture will create and modify batch processes, tune the batches, and provide technical documentation. Accenture will maintain the batch run book to document the full batch cycle.

Interface Processes (Interface design, Interface maintenance): Accenture can maintain numerous incoming, outgoing, and two-way interfaces.

System and User requested reports; Updates and maintenance of the Documentation and Data Repository: The Accenture team will design and implement reporting for the Treasury's systems. Accenture will develop and maintain user reports, management reports, and queries by request.

Planning and Analysis Phase

Beginning with Accenture's involvement in the ticket prioritization, Accenture will provide recommendations for incoming incident tickets. These tickets will vary across the State's business, and a suggested priority is given to tickets by Accenture Business Analysts related to the various functionality. Early involvement in the process is essential to understanding the complexities of prioritized units of work. Combining this with Accenture's intimate involvement in the development and continuous improvement of DTMB's Continuous Process Release Development positions us uniquely to proceed on multiple "tracks" of work together.

As Figure 29 details, after Accenture has provided a recommendation by the Business Analyst during ticket evaluation, Accenture will meet with State representatives from the leadership group, Project Management team, and Release team to provide estimates and schedule the work. After receiving approval from the necessary State representatives, Accenture's Business Analysts begin the work of determining the framework in which the prioritized task would exist. This begins with examining if any regulations or policies impact the task. Accenture's Business Analysts can appropriately identify the necessary application changes and explain to State partners how these changes affect their work processes and procedures.

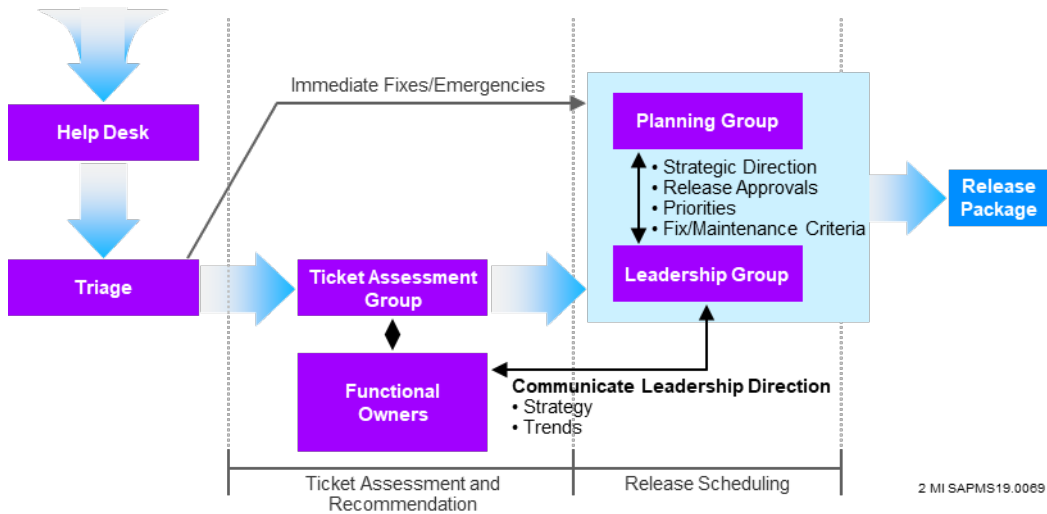


Figure29. Release Planning and Management.

Larger initiatives may require a feasibility study before formal analysis work begins. Accenture can conduct feasibility studies and cost-benefit analyses to assist the Accenture team in linking business needs to the best technology solution. Accenture's Governmental Relations Group and SAP Knowledge Exchange Network help the Business Analysts identify changes that may affect the Treasury's business. These same personnel provide designs, tools, and models to streamline the process of conducting a feasibility study or cost-benefit analysis.

Alignment to PMM/SEM Requirements

Requirements Analysis Documentation

Business and User Requirements

After a unit of work is approved for inclusion in a release, the first step is to uncover the business and user requirements for the unit of work. Tasks begin with a thorough analysis of the business needs. Underlying business drivers are elicited from stakeholders to gain a better understanding of the "what" and "why" of what needs to be accomplished.

Method

To elicit user input, Accenture Business Analysts will host JAD sessions where they ask probing questions to better understand the underlying needs and problems of the system. Through active give-and-take with the users and the Treasury personnel, the Business Analysts define the requirements to produce the design on which the code would be built. Accenture will invest a lot of time and effort to verify the JAD group results. In the end, Accenture will create a solution that truly addresses the business problem as outlined in the scope document for the unit of work. Sometimes, requirements definition can even occur outside formal JADs.

Through elicitation during Accenture's JADs, Accenture will produce detailed documents, building Accenture's system documentation as Accenture analyzes various functional areas. Accenture's analysis always includes a detailed review of the pertinent federal regulations, certification guide requirements, state legislation, court rulings, and child support enforcement policy. In this area, Accenture Business Analysts collaborate with Policy Analysts to help fully understand and capture the impact of any legislation or policy change.

Tools

Accenture can and has used SharePoint to distribute the business requirements to Treasury stakeholders and other partners. SharePoint allows for collaboration throughout the requirements definition process

and enables the designated Functional Owners (FO) to sign electronically. Accenture will work with the Treasury team to develop a process that is successful for this project. After a unit of work has been signed off, it will be added to the HP ALM tool. The HP ALM tool is where the business needs identified in the Requirements Analysis phase are linked to a functional solution, the system and technical designs, the necessary code blocks, and finally linked to test cases. This all helps confirm that Accenture satisfied the original business need. These pieces are verified and traceable, allowing Accenture to show how an individual business requirement progresses through the development lifecycle and eventually loops back around to the original business requirement.

Deliverable

At the end of Accenture's Requirements Definition phase, Accenture will produce detailed business requirements documents, building Accenture's system documentation as we analyze various functional areas. The business requirements drive the solution developed by the Functional Design, the way the solution is coded in the System Design, and the approach of the test scripts used for UAT.

Functional Design Documentation

Functional Design

After the business requirements are completely documented and approved, Accenture's analysis of the functional requirements would begin. Experts in system functionality who are close to the business begin to plan a solution that efficiently addresses the needs of Treasury and their stakeholders.

Method

Accenture's Functional Design process will not occur in a vacuum. The tool the Accenture Analysis team uses the most is the JAD process. Functional JADs will occur after the Business Analysts have developed an outline for a solution, and the Requirements Analysis documentation has been approved. Accenture will review the JAD requirements with the Functional Owner presiding over the unit of work to outline the solution.

JADs are not the only way Accenture will design a solution. If Accenture is struggling to find the best solution to a unit of work, the Accenture Analysis team would not hesitate to use the global network to gather support. In some instances, Accenture will tab other personnel to assist with providing the best solution.

Accenture Business Analysts will help JAD members fully understand what the finished product would look like, how it would behave, and how they would interact with it. This final review step is critical to getting the solution correct. Accenture will use deliverables such as prototypes to give users a rough idea of what the finished product would look like and how it would operate. The prototypes are not the finished product, but they are a helpful tool to validate that the design is proceeding in the right direction and that Treasury and stakeholders are confident with the solution.

Tools

Accenture will work with Treasury to identify and share the requirement and design document. On other State of Michigan projects, Accenture has used Word and SharePoint to track versioning of the document and allows the individuals who participate in the signature process to sign-off electronically. SharePoint is only one potential solution. Accenture will find a solution that works for the State.

Deliverable

The deliverable produced by the Functional Design phase is the Functional Design Document. This is the document on which the Application Development team would base its Technical Design and the Quality Assurance team would base its System Test.

The Functional Design Document contains many elements:

- **Requirements**—Written requirements that outline how the solution should work. The requirements address a security management approach that promotes data security with special attention given to anything that contains Federal Tax Information (FTI) or other sensitive information.

- **Process and Data Flowcharts**—The figure offers a pictorial representation that supplements the design requirements.
- **Interface Considerations**—This portion of the functional design is used to highlight data integrity during data imports from interfacing system and during data entry and modification by users.
- **File Layouts**—Outlines how input and output files must be formatted and where data elements are to appear within a file that is transferred.
- **Diagrams of Screens and Reports**—These diagrams give users an idea of what the finished solution would look like.
- **Screen and Report Element Matrices**—Matrices outline how a screen is laid out and the data source.
- **Issues**—This section draws attention to any obstacle or opportunity identified in the JAD process and how it was resolved.
- **Assumptions**—This area highlights anything that was presumed during the creation of the functional design.

Technical Design

Method

The technical design is a document that is co-authored between the application unit of the work lead and the developer who is modifying the CI. It is a document the Development team uses to build from and document the solution at a granular level. The intended audience for this deliverable will be the Development Team Lead, System Architects, Communications team, and the State's technical personnel.

Tools

The technical design would be created in the State's HP ALM tool. The document Accenture creates will be compliant with the State's SUITE standard. The HP ALM tools allows for easy sharing of the document among all interested parties and real-time revisions. The document can be signed electronically and approved by all stakeholders as it becomes ready. The document is mapped to requirements in the functional design and to string and unit test scenarios.

Deliverable

The deliverable produced in this phase of the lifecycle is the Technical Design Document, which will be created and stored in the State's HP ALM tool. It is the final deliverable on the right hand side of Accenture's V-Model to delivery. The document traces to the Functional Design Document and is validated by unit and string test results.

The document contains the following information:

- **CIs Associated with the Requirements**—The list of CIs includes a diagram of where batches fall in the schedule indicates performance expectations.
- **The Entity Relationship Diagram**—The diagram will be produced in an erwin-compatible format and be machine-readable.
- **A List of the Structural Changes Needed**—This information is critical for Accenture's estimate.

Mitigation of Application Defects

Accenture relies heavily on applying sound practices including the beforementioned methodology to minimize the risk of failed stage containment. Accenture strives to catch defects as early as possible and within the proper phase. When a defect occurs in a downstream phase such as System or Performance Test phases, we would strive to quickly address and fix the issue maintaining an average defect turnaround time of two days. This allows the later test phases such as UAT to continue smoothly and results in the timely release of units of work.

Accenture understand release management and defect tracking is not complete until the warranty period is completed in the production environment. Accenture acknowledges that the software released to the production environment is under warranty for a period of 90 days.

The Accenture team will meet with the State to assess warranty items, and compare issues to the signed-off design documents to identify warranty items. When identified, Accenture will correct identified warranty defects at no charge to the State using the standard release processes and deliverables that are in play for all other software development. This validates that warranty corrections do not introduce unintended issues in production when migrated.

Accenture will diagnose online errors and batch abends within 24 hours of incident occurrence. Accenture will address batch abends immediately. Accenture's production operations team is always on call and is the first contact point when a batch abend is identified by the batch. The Accenture team will report all errors and abends to DTMB and Treasury. Accenture will work with you to develop the proper corrective action plans. Accenture will share the status of the corrective action plans in joint meetings. Accenture will report results of corrective action plans to DTMB and Treasury.

Accenture will communicate quickly regarding system issues. Accenture will notify DTMB and Treasury system liaisons by telephone if operational problems cause system errors, malfunctions for users, delays, or interruptions of system availability. Accenture will send follow-up emails as necessary to inform team members of status changes with the problem. Accenture's notifications will include a description of the problem, the impact of the problem, a corrective action plan, and a time estimate for correction.

13. CONTRACTOR KEY PERSONNEL

Contractor must identify all Contractor resources and responsibilities required for the successful implementation and ongoing support of the Solution.

Contractor Contract Administrator. Contractor must identify the individual appointed by it to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Name: Kristine Handy Address: 1001 Woodward Ave., Detroit, MI 48226 Phone: 313-887-2794 Email: kristine.handy@accenture.com

Contractor Project Delivery Manager. Contractor must identify the Contractor Project Manager who will serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services.

Contractor
Name: Latish Adnani Address: 1001 Woodward Ave., Detroit, MI 48226 Phone: 313-887-2694 Email: latish.adnani@accenture.com

SAP Technical Architect. Contractor must identify the individual appointed by it to oversee the SAP System.

Contractor
Name: Belen Estabillo

Address: 616 Marriott Drive Suite 400, Nashville, TN 37214 Phone: 629-800-7331 Email: maria.b.p.estabillo@accenture.com
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SAP BASIS Operations Lead. Contractor must identify the individual appointed by it to manage BASIS operations.

Contractor
Name: Address: Chicago, Phone: Email:

SAP TRM Functional Team Leader/Business Analyst Lead. Contractor must identify the individual appointed by it to define and document business requirements and implement policies.

Contractor
Name: Manas Panda Address: 2005 Market St., Philadelphia, PA 19103 Phone: 443-454-0482 Email: manas.ranjan.panda@accenture.com

Batch Operations Lead. Contractor must identify the individual appointed by it to resolve production issues.

Contractor
Name: Syed Hussaini Address: 3301 Benson Drive, Suite 503, Raleigh, NC 27609 Phone: 919-326-8175 Email: syed.i.hussaini@accenture.com

Contractor Security Officer. Contractor to provide name of individual to respond to State inquiries regarding the security of the Contractor's systems. This person must have sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name: Vernon Myers Address: 300 S. Washington Square Suite 200, Lansing, MI 48933 Phone: 517-763-1964 Email: Vernon.myers@dewpoint.com

The below lists the responsibilities required to support the successful implementation and ongoing support of the solution.

Role	Responsibility
Client Account Lead	<ul style="list-style-type: none"> • Serve as the single point of contact for project leadership • Work closely with the project team to support the delivery of the project • Manage relationships with DTMB and Treasury project leadership • Verify the State's expectations are exceeded and value is delivered
Technology Services Lead	<ul style="list-style-type: none"> • Responsible for project delivery quality • Engage Accenture personnel to address project issues or provide background on new opportunities for the project • Bring innovation to the project with DTMB leadership • Provide a final escalation point for Treasury or DTMB concerns • Report status to DTMB executive sponsors • Get the appropriate level of DTMB input for the Project • Approve scope changes; sign off on major deliverables, and secure acceptance and approval of deliverables from project executives and stakeholders • Use project resources effectively; resolve staffing issues; assist with serious issues, problems, and policy conflicts; and remove obstacles
Contract Project Delivery Manager	<ul style="list-style-type: none"> • Meet regularly with the DTMB SAP Project Manager, DTMB SAP Solution Architect, and Treasury System Owner • Attend all status meetings with the State, Treasury, and incumbent Contractor • Maintain a project schedule (or approved alternative) identifying tasks, durations, forecasted dates, and resources required to meet the time frames as agreed to by both parties for all release and maintenance activities • Verify system upgrades are included and planned within defined releases • Deliver a monthly plan 30 days in advance that describes and details all maintenance and downtime required for the next month, verifying that this plan aligns with the Treasury black-out calendar • Monitor and control project regarding scope, schedule, cost and quality, and attainment of business objectives • Oversee distributed project team
Contract Administrator	<ul style="list-style-type: none"> • Facilitate, document, and monitor Contractor responsibilities and activities in the fulfillment of Contract requirements • Serve as only person authorized to modify any terms of this Contract • Work with State Contract Administrator in administering the terms of this Contract, and the approval and execution of any Change Notices under this Contract
SAP Baseline M&S Functional Lead	<ul style="list-style-type: none"> • Confirm proper configuration for the SAP financial application • Coordinate testing activities and schedule with other teams • Drive issue resolution from a functional perspective • Guide functional team in completing upgrade steps

Role	Responsibility
	<ul style="list-style-type: none"> • Help identify and document additional functional requirements • Identify and monitor project-related business tasks, resources needed, dependencies, issues, risks, and quality of the Project • Orchestrate with functional and technical team members on accomplishing deliverables and resolving issues on multi-disciplinary task activities • Serve as primary focal point and champion for functional-related tasks for the project • Support Project Management team in project planning and execution
Contract Security Officer	<ul style="list-style-type: none"> • Support the protection of the State's confidential information • Respond to DTMB inquiries regarding the security of Accenture systems • Have sufficient knowledge of the security of the Accenture systems and the authority to act for Accenture • Develop and maintain the security administrator's guide with the System Administrator • Assist in defining and reviewing security requirements for the application • Assist with definition, implementation, and management of security requirements external to solution • Coordinate application-specific security setups to support functional requirements including the setup of developer security and user profiles and roles for production • Develop security mapping document to understand how the application components map to the security roles • Design and test security for commercial off-the-shelf (COTS) software to meet the business process design and application requirements • Manage organization's ability to protect the integrity, confidentiality, and availability of the data and systems it relies on from unauthorized access, use, disclosure, disruption, modification, or destruction
SAP TRM Functional Lead/SAP PSCD Solution Architect	<ul style="list-style-type: none"> • Define and document business requirements and implement policies • Analyze functional requirements to identify information, procedures, and decision flows • Collaborate with Business Process Owners/Leads and Functional Leads to verify that business needs are being met and remain aligned to program objectives • Coordinate and help facilitate business process and functional design sessions and workshops • Develop or modify solution architectures, frameworks, and strategies for DTMB requirements • Verify business requirements, process flow diagrams, functional design specifications, future state operational procedures, and user acceptance test results are agreed on and properly documented • Promote cross-functional alignment and synchronization of requirements and solution design across the various Business Process teams • Support integration of each aspect of the solution

Role	Responsibility
	<ul style="list-style-type: none"> • Oversee and manage activities within each of the business process workstream tracks • Resolve or escalate cross-functional issues and change requests, as necessary
SAP Technical Architect/Baseline M&S Technical Lead	<ul style="list-style-type: none"> • Responsible for the design, build, and test of all technical architecture components/solutions (such as development, execution, and operations environment solutions) • Review technical deliverables throughout development to help confirm quality and requirement traceability • Validate the design with the stakeholders to help confirm that the design satisfies the requirements • Work with the support unit to determine how the application is supported in production, including backups, disaster recovery, system performance, and project management • Identify and communicate cross-area or cross-release issues that affect other project areas • Identify, clarify, and resolve system development and maintenance activity issues and risks, escalating them as needed • Obtain stakeholder buy-in for application and technical designs
SAP BASIS Operations Lead	<ul style="list-style-type: none"> • Responsible for managing BASIS operations • Attend bi-weekly meetings with the DTMB SAP Project Manager and DTMB Solution Architect to review system health, system issues, and recommend opportunities for improvements in system performance or cost efficiency
SAP System Administration Team	<ul style="list-style-type: none"> • Document benchmarks and procedures needed to optimize performance • Perform capacity modeling and planning • Perform production control • Provide input on any design decisions for interfacing or integrating databases • Provide operating system (OS) administration support • Provide patch management support • Provide systems security maintenance • Participate in product strategy and development • Validate that guidelines are followed • Generate, configure, and optimize the performance of the databases; support the efforts of the test lead and deployment lead to plan, manage, and deploy the application • Update logical and physical database designs with changes • Work with the configuration manager; plan disaster recovery and execution activities
SAP Batch Operations Lead	<ul style="list-style-type: none"> • Resolve production issues • Assist with planning and execution of operational readiness testing • Define, document, and enforce operational procedures • Implement and test production batch schedule • Work with functional experts to develop production batch schedule
SAP Batch	<ul style="list-style-type: none"> • Resolve production issues

Role	Responsibility
Operations Team	<ul style="list-style-type: none"> • Work with Batch Admin and monitor installation and configuration of batch scheduler software on the appropriate project and production servers • Set up batch scheduler environments to support various test phases • Design, build, and validate the batch schedule • Participate in batch schedule review meetings with functional team • Support test scripts that require the use of the batch scheduler tool
SAP Baseline M&S Functional Analysts	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Develop and test changes to SAP Baseline M&S Functional module • Review detailed designs with team lead to confirm understanding of functionality desired • Test code changes and resolve differences between expected and actual results then review test packages with team lead • Test program modules • Work with business function owners to develop system tests of the modifications • Work with business function owners to understand requirements
SAP SOW Functional Analysts	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Develop and test modifications to SAP SOW Functional module • Review detailed designs with team lead to confirm understanding of functionality desired • Test code changes and resolve differences between expected and actual results then review test packages with team lead • Test program modules • Work with business function owners to develop system tests of the modifications • Work with business function owners to understand requirements
SAP Baseline M&S BRF+ Developers	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Design and develop data conversion programs and execute mock conversions • Develop and test approved modifications and enhancements to the SAP Baseline M&S BRF+ applications as appropriate • Develop and test reports and interfaces • Develop new reports, interfaces, conversions, extensions, and workflows (RICEFW) objects • Perform retrofitting of existing RICEFW objects • Set up test data • Support testing activities and correct testing defects • Test code changes and resolve differences between expected and actual results

Role	Responsibility
SAP Baseline M&S ABAP Developers	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Design and develop data conversion programs and execute mock conversions • Develop and test approved modifications and enhancements to the SAP Baseline M&S ABAP applications as appropriate • Develop and test reports and interfaces • Develop new RICEFW objects • Perform retrofitting of existing RICEFW objects • Set up test data • Support testing activities and correct testing defects • Test code changes and resolve differences between expected and actual results
SAP Baseline M&S Java Developers	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Design and develop data conversion programs and execute mock conversions • Develop and test approved modifications and enhancements to the SAP Baseline M&S Java applications as appropriate • Develop and test reports and interfaces • Develop new RICEFW objects • Perform retrofitting of existing RICEFW objects • Set up test data • Support testing activities and correct testing defects • Test code changes and resolve differences between expected and actual results
SAP Baseline M&S BW Developers	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Design and develop data conversion programs and execute mock conversions • Develop and test approved modifications and enhancements to the SAP Baseline M&S BW applications as appropriate • Develop and test reports and interfaces • Develop new RICEFW objects • Perform retrofitting of existing RICEFW objects • Set up test data • Support testing activities and correct testing defects • Test code changes and resolve differences between expected and actual results
SAP SOW BRF+ Developers	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Design and develop data conversion programs and execute mock conversions • Develop and test approved modifications and enhancements to the SAP SOW BRF+ applications as appropriate • Develop and test reports and interfaces • Develop new RICEFW objects • Perform retrofitting of existing RICEFW objects • Set up test data • Support testing activities and correct testing defects • Test code changes and resolve differences between expected and actual results

Role	Responsibility
SAP SOW ABAP Developers	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Design and develop data conversion programs and execute mock conversions • Develop and test approved modifications and enhancements to the SAP SOW ABAP applications as appropriate • Develop and test reports and interfaces • Develop new RICEFW objects • Perform retrofitting of existing RICEFW objects • Set up test data • Support testing activities and correct testing defects • Test code changes and resolve differences between expected and actual results
SAP SOW Java Developers	<ul style="list-style-type: none"> • Create unit test plans that detail test conditions and expected results • Design and develop data conversion programs and execute mock conversions • Develop and test approved modifications and enhancements to the SAP SOW Java applications as appropriate • Develop and test reports and interfaces • Develop new RICEFW objects • Perform retrofitting of existing RICEFW objects • Set up test data • Support testing activities and correct testing defects • Test code changes and resolve differences between expected and actual results

Figure 30

14. CONTRACTOR PERSONNEL REQUIREMENTS

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. All key personnel assigned to this project will be located onsite in Dimondale, Michigan; BASIS operations staff assigned to this project will be located onshore. All personnel located offshore (Pune, India) will not have access to State data. Contractor is required to meet IRS Pub-1075, PCI and NIST requirements related to the protection of Federal Tax Information within the MIITAS system. Additionally, Contractor must agree to Terms and Conditions related to financial and legal implications if there is a loss of Data Integrity or security violation when utilizing offsite environments.

Contractor staff will be subject to DTMB and Treasury rules for computer and Internet usage and will be required to sign an acceptable use agreement, as required of DTMB’s and Treasury’s own employees. Contractor staff must attend Treasury orientation, security awareness training and any other relevant security and/or confidentiality training. contractor staff must sign any appropriate agreements or training certifications. This includes Treasury Security Disclosure and Privacy training.

Onsite contractor staff accessing Treasury data must utilize state laptops and any other equipment provided exclusively. Vendor equipment or applications will not be used to access the State’s network, unless specifically approved by the State. State email must be utilized for all communications with vendor.

Contractor staff must recognize and comply with IRS Safeguards Publication 1075, PCI and NIST standards as they apply to the SAP System.

SUBCONTRACTORS:

1. Contractor assumes full responsibility for the acts of all subcontractors.
2. Contractor may use subcontractors to fulfill requirements of the contract.
3. Contractor will provide confirmation of payment to subcontractors.
4. Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.
5. The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.
6. Contractor will ensure that staff exhibits professional conduct and act in the best interest of the State.
7. Contract staff will be required to meet the performance objectives identified for the State counterpart team members. The Contract staff will be provided with documented objectives and competencies they are required to maintain during their contract with the OA project.

Accenture will include Actium, Inc. and Dewpoint Inc. as subcontractors.

Firm Name: Dewpoint Inc.,

Address: 300 S Washington Square #200, Lansing, MI 48933

Contact Person: Michael Coyne, Michael.Coyne@dewpoint.com

Firm Name: Actium, Inc.

Address: 9009 Mountain Ridge Drive, Suite 250, Austin, TX 78759

Contact Person: Gus Exarchos

Complete Description of the Work to be Contracted

Dewpoint and Actium will provide select resources to fill key staff roles and team roles as described in 13. Contractor Key Personnel.

Subcontractor's Organization and Abilities - Dewpoint Inc.

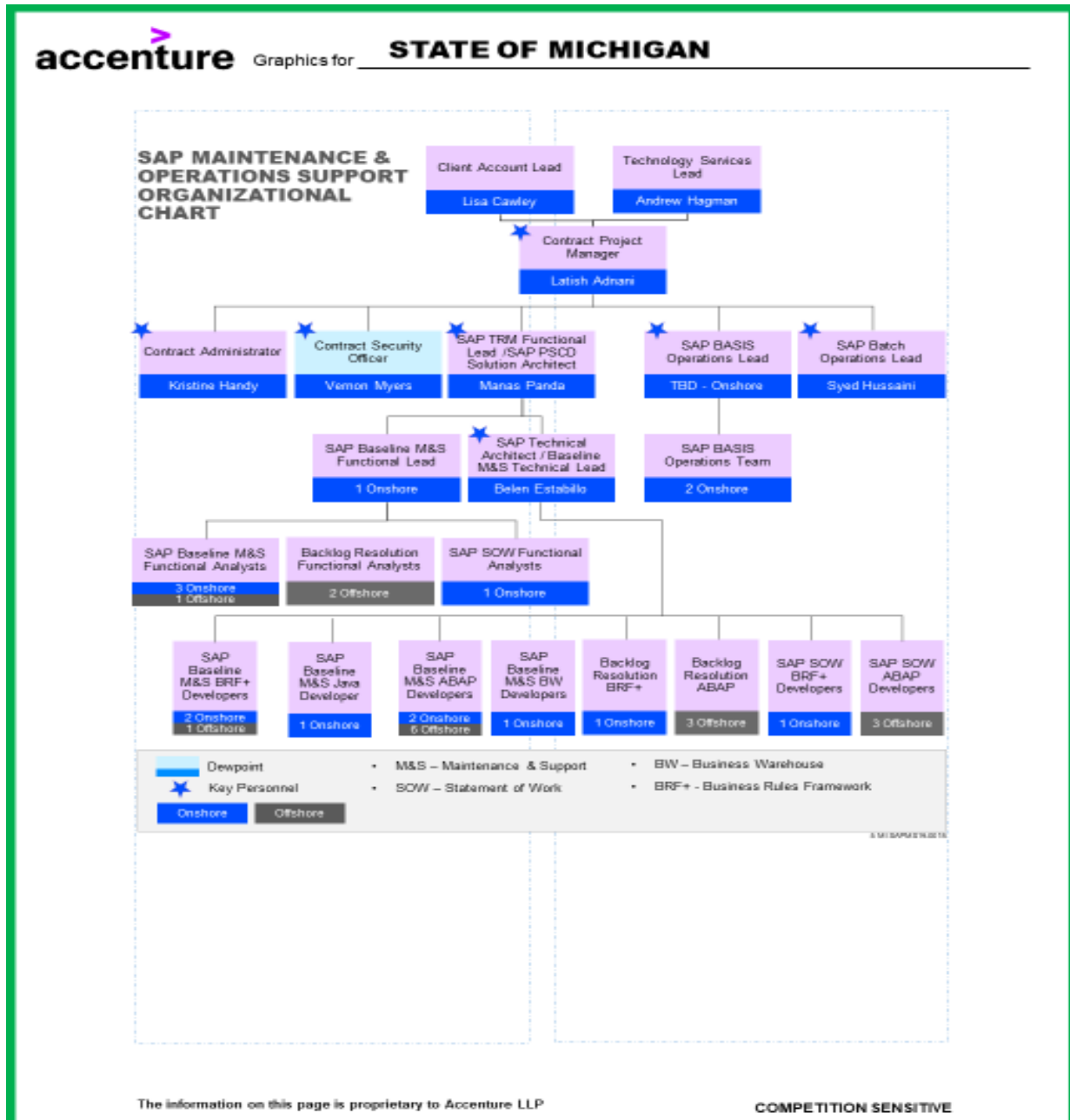
Dewpoint specializes in IT application assessments, transformation (design, build, and deploy), and management to help clients address challenges and maximize business benefits from applications. Accenture has formed a business relationship with Lansing-based Dewpoint because of Dewpoint's breadth and depth of experience providing resources and technical solutions to the State of Michigan.

Subcontractor's Organization and Abilities - Actium, Inc.

Actium is an active partner with Accenture and provides a wide range of IT staffing support to Accenture projects in throughout the US. Actium specialize in delivering hard-to-find resources with technology or business skills that make them critical to help Accenture meet its contractual obligations and deliver successfully.

Organizational Chart

The organization chart in below details lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of Accenture. It also shows lines of authority to the next senior level of management and indicates who within the firm would have prime responsibility and final authority for the work.



15. STATE RESOURCES/RESPONSIBILITIES

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

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

The State Contract Administrator is:

Matt Weiss, IT Category Analyst, Central Procurement Services

State Project Manager. The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

The State Project Manager is:

Cassandra Huguelet, SAP Project Manager

Agency Business Owner. The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

The State Agency Business Owner is:

David Mefford, IT Business Integration Division Administrator

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to implementation technical advisement.

The State Technical Lead is:

David Gilliland, SAP Technical Architect

The below identifies State personnel and responsibilities required for the successful implementation and ongoing support of the Solution.

Role	Responsibility
State Contract Administrator	<ul style="list-style-type: none"> Appointed by the State to administer the terms of this Contract and approve and execute any Change Notices under this Contract.
State Project Manager	<ul style="list-style-type: none"> Serves as the primary contact regarding implementation Services who would have the authority to act for the State in approving deliverables, and daily activities.
Agency Business Owner	<ul style="list-style-type: none"> Serves as the primary contact for the business area about business advisement who would have the authority to act for the State in matters pertaining to the business specifications.
State Technical Lead	<ul style="list-style-type: none"> Serves as the primary contact regarding implementation technical advisement.
SAP Project Manager	<ul style="list-style-type: none"> Serves as the single point of contact for the State if fatal system errors, outages, and operational problems occur. Attends bi-weekly meetings to review system health, system issues, and recommend opportunities for improvements in system performance or cost efficiency.

	<ul style="list-style-type: none"> • Serves as point of escalation for NS2 issue as appropriate. • Reviews and approves Technical Documentation. • Coordinates data share approval from the agencies for new interfaces. • Approves testing plans and go/no-go decisions. • Acts as liaison for resolution should there be a disagreement within the DTMB-Accenture Test team regarding test case completion or test case success. • Set release dates for break/fix and approved changes with the Accenture Project Manager. • Approves emergency releases. • Notified of initiatives that affect the SAP systems or environments.
SAP Solution Architect	<ul style="list-style-type: none"> • Reviews and approves Technical Documentation. • Reviews operational readiness plans and post-go-live support plans for all major software releases. • Approves changes to the technical documentation templates. • Consults with Accenture regarding MIITAS application architecture. • Reviews and approves all major designs or changes in architecture and code changes. • Serves as point of escalation for NS2 issue as appropriate. • Notified of initiatives that affect the SAP systems or environments.
Business Super Users (Full- or Part-time)	<ul style="list-style-type: none"> • Validates requirements from a business functional area perspective based on their regular use of the ERP system and subject-matter expertise. • Provides approval prior proceeding with any type of enhancements. • Connects and serves as liaison with Accenture team for further clarifications regarding functional requirements. • Answers “how to” questions from user community and resolves process and simple problems with assistance of FAQ documentation. • Provides existing solutions to enhancement/ad hoc requests from Business End users. • Acts as the first point of contact for Tier 1 help desk and business end users. • Escalates issues if not resolved on stipulated time.
Business End Users	<ul style="list-style-type: none"> • Assists Business Super Users in validating requirements from a business functional area perspective and provides approval before proceeding with any type of enhancements. • Reaches out to Business Super Users as their first point of contact and when further help is needed.
Testing Center of Excellence (TCoE)	<ul style="list-style-type: none"> • Accenture suggests DTMB retains the State’s TCoE to facilitate the scope (system testing, regression testing, automated testing, and other technical Testing) as needed (such as batch and online performance testing) and UAT listed under “SAP integration testing services” in the Contract under section 7 in Exhibit A - Project Scope. The Accenture team would perform the required unit testing and string testing and would support as needed the TCoE to perform the aforementioned testing activities.
Quality Assurance Manager	<ul style="list-style-type: none"> • Oversees TCoE group and acts as interface with Accenture team for testing-related activities.
Business Planning Specialists	<ul style="list-style-type: none"> • Business team representatives would prioritize the work as applicable.
Release Manager	<ul style="list-style-type: none"> • Oversees major and minor releases of changes are incrementally introduced by a repeatable process to support quality outcomes and increase visibility for the business to know and plan accordingly for upcoming changes.
Treasury, Office of Privacy and Security	<ul style="list-style-type: none"> • Complying with all security controls, policies, procedures, and guidelines regarding access to confidential and/or sensitive data

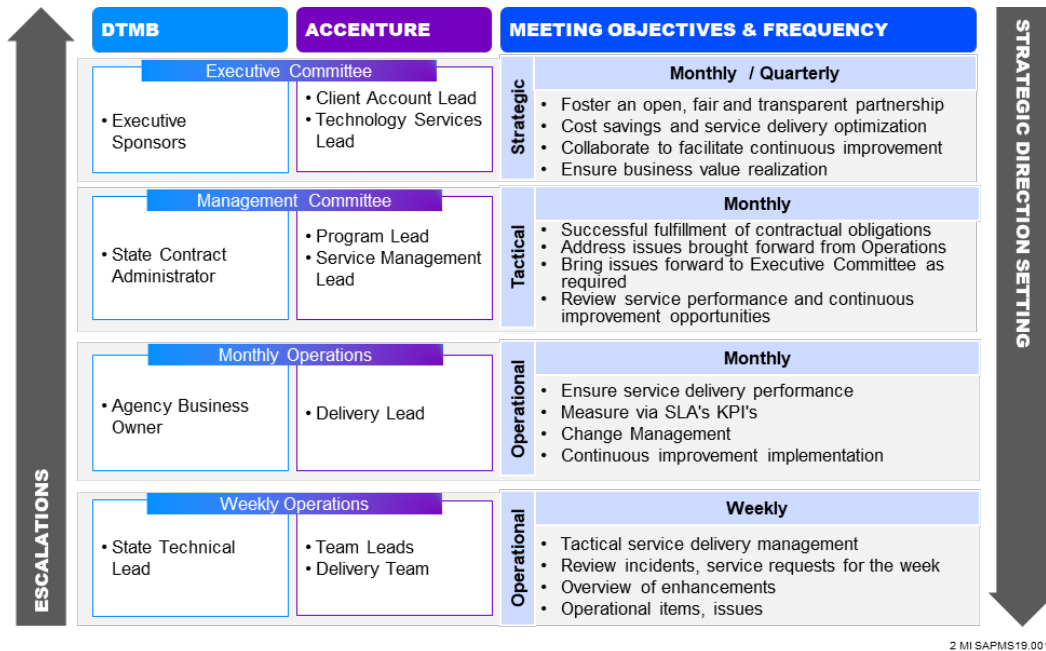
	<ul style="list-style-type: none"> • Attending Initiation & Planning, Requirements Gathering, Functional Design, System Design phases of all SAP IT projects. • Understanding the business need for security roles and access rights. • Maintaining all system security documentation including audit logs, monitoring reports, security alerts, security transports, and access request forms for development, quality (QA), and production. • Creating, maintaining, approving and monitoring all SAP security roles and end user access including privileged users and exception processing for development, quality, and production. • Informing TCOE and ITBID liaison(s) of any security changes that may impact quality (QA) and/or SAP. • Reviewing and monitoring system security code changes for development, quality, and production.
Data/Business Warehouse Operations Specialist	<ul style="list-style-type: none"> • Coordinates the definition of the business requirements for the data warehouse area within the context of the Enterprise Resource Planning (ERP) implementation. • Coordinates the definition of specific business processes and associated metrics. • Coordinates the project work plan and schedule for the Data Warehouse team. • Communicates with other teams. • Manages the verification and loading of cleansed data as required during the different project phases. • Verifies quality of team deliverables. • Works with Enterprise Readiness throughout the project (including definition of the organization, job and skill requirements, implementation, and support). • Works with the Technical team to verify timely completion of modifications, interfaces, and conversions within their functional area.

16. MEETINGS

Contractor must attend the following meetings at no additional cost to the State.

1. **PERFORMANCE REVIEW MEETINGS** The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the contract. During the transition period these meeting will be conducted weekly.
2. The meetings will be held in Lansing Michigan, or as mutually agreed by the State and the Contractor.
3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Accenture has a three-tiered Governance model that is detail in Figure 31 and provides for systematic communication procedures at three levels of the engagement: strategic, tactical, and operational.



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Figure31. Accenture's Communication Approach

Based on the communication approach in the preceding figure, Accenture will participate in weekly and monthly performance review meetings with the State to review the project performance under the contract in Lansing or any other location mutually agreed by the State and Accenture. Accenture also agrees that the State will bear no cost for the time and travel of Accenture personnel for attending the meeting.

As detailed in Figure 32, Accenture has a three-tier governance structure based on extensive outsourcing experience. This structure is critical to maintaining the appropriate level of accountability, control, and realization of benefits, especially when multiple stakeholders and vendors are involved.



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Figure32. Accenture's Governance Model

The Governance boards—comprising senior executives from the State and Accenture—are responsible for reviewing performance, providing strategic direction, resolving material conflicts between the partners, and approving significant changes in scope and requirements.

The **Steering Committee** is the organization's highest governing leadership and has decision-making authority at the organization's highest level. Typically, this committee is established during service transition. The committee is chaired by the State with Accenture responsible for making sure the meeting takes place as scheduled. The committee meets quarterly or semi-annually. The purpose of meeting is to:

- secure important strategic relationships.
- promote commitment to the overall service mission and vision.
- set strategic direction.
- manage strategic commitment.
- review Service Reports and key strategic metrics.
- discuss escalated issues and risks.
- prioritize key improvement initiatives.

The **Tactical Steering Committee** is the organization's middle governing leadership. Participants are experienced in providing quality service to customers and users, and they are familiar with contract requirements. This committee is also established during service transition. Accenture usually chairs this committee. The Tactical Steering Committee meets monthly but, for the first contract year, the frequency can be increased to weekly. The purpose of meeting is to:

- manage all ongoing service issues and risks.
- manage service performance and reporting.
- manage continuous improvement initiatives.
- manage key contractual relationships, changes, and compliance.

The **Operational Steering Committee** is the lowest level of governance. This board comprises Accenture and additional service providers. Meetings are held weekly or as necessary. The purpose of meeting is to:

- review service delivery and performance.
- manage daily service operations unit activities through a demand/capacity process.
- identify continuous improvement opportunities.
- raise issues and risks and address them promptly.

17. PROJECT REPORTS

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

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting releases and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
 - any others listed in the requirements.

Accenture will use a service-metric framework to capture metrics at an operational level to manage daily performance. These will roll up to tactical measures that look at performance outcomes and map to the

service levels. These tactical measures roll up to a Balanced Scorecard for use at a strategic level. The framework allows a holistic view of the engagement, which are detailed in Figure 33.

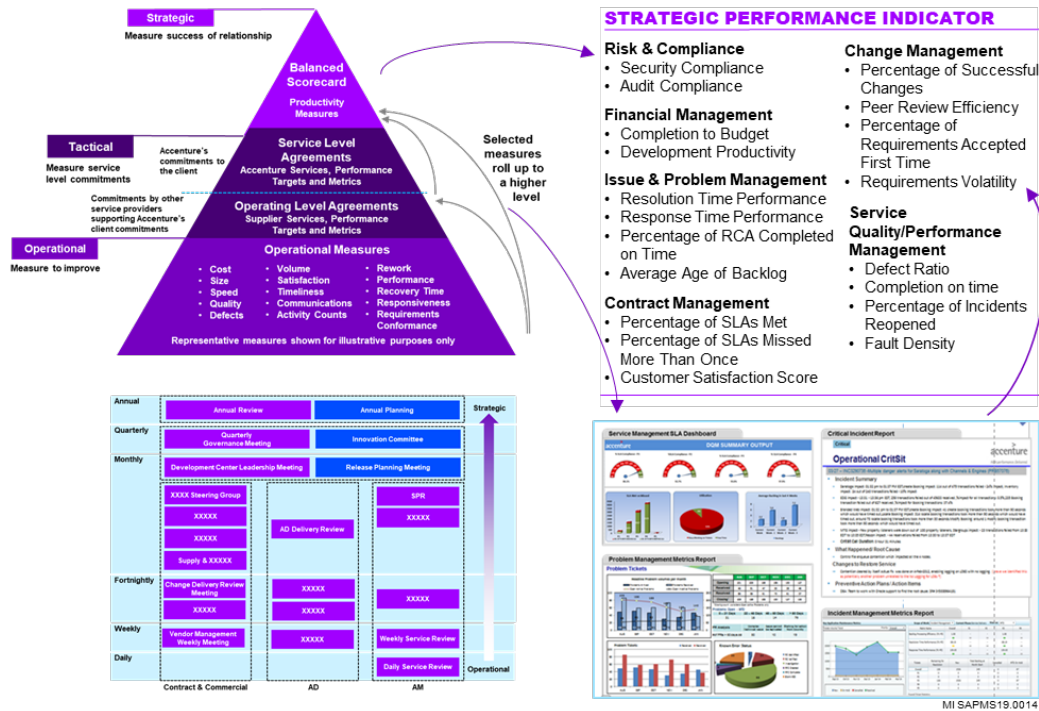


Figure 33. Accenture Performance Management Framework

Accenture will define specific additional SLAs beyond those in Schedule B jointly with DTMB. As a service provider, Accenture manages SLAs by collecting, tracking, and reporting all agreed service-level and metric data to DTMB periodically to benchmark performance against the defined SLAs.

Accenture will turn real-time views into operational metrics and monthly and quarterly reports. The content of the reports will focus on service-level performance, project metrics, and performance trends for the program. To enable the capability model and supporting processes, Accenture will provide a myriad of reports to monitor the performance of the outsourcing engagements against established performance metrics. Accenture will provide an indicative list of reports in Figure 34 for reference, and will discuss and agree on the reports to be generated for the engagement during the initial stages of the project.

Reports	Frequency	Details	Report From	Report To
Incident Dashboard	Daily	<ul style="list-style-type: none"> • Aging analysis of incidents • Incident SLA tracking • Planned closures for the day • Number of new incidents logged • Incidents assignment and responsibility • Problem management report • RCA 	Accenture Project Manager	State Technical Lead

Reports	Frequency	Details	Report From	Report To
Project Status Report	Weekly	<ul style="list-style-type: none"> Enhancements dashboard Incident and problem dashboard Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates Accomplishments Issues and concerns Activities planned Resources 	Accenture Project Manager	State Project Manager
Risk and Issue Tracker	Weekly	<ul style="list-style-type: none"> Identify any existing issues that are affecting releases and the steps being taken to address those issues Identify any new risks and describe progress in mitigating high-impact/high-probability risks previously identified Escalations 	Accenture Project Manager	State Project Manager
Service Delivery Status Report	Monthly	<ul style="list-style-type: none"> Status of change requests, incidents, SLAs, metrics, trends, causal analysis, and actions Risks, issues, and concerns Resources QA metrics 	Accenture Program Director	Agency Business Owner/State Contract Administrator

Figure 34. Regular status reporting will provide DTMB transparency into the program.

Accenture’s myWizard platform integrates with various client systems including service management tools and provides comprehensive reporting capabilities. These reports and dashboards will be accessible to DTMB and provide real-time transparent reporting and actionable data that will help DTMB track every aspect of the engagement and individual projects. Figure 35 explains how the myWizard tool supports transparent project governance.

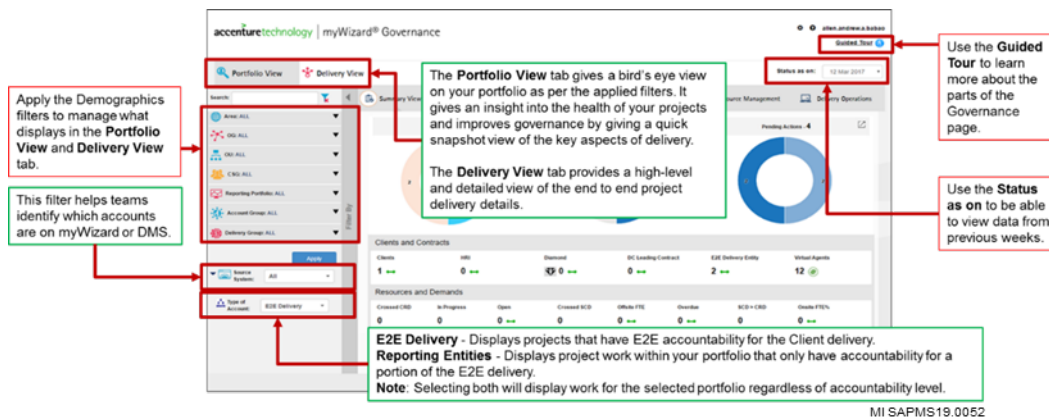


Figure 35

18. PRICING

If Contractor reduces its prices for any of the services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

19. ADDITIONAL INFORMATION

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

Assumptions

Tools

- The State and Accenture will cooperate to securely enable the installation of Accenture tools. Below are the technical requirements needed from the State to install the tools in the State's system:
- Open all the necessary firewall ports for Accenture to SFTP the code to client server, allow installed assets to integrate with other systems, allow any web front-end of assets to be accessible to users, and other necessary actions.
- IP whitelisting (if applicable).
- Configure and provide details of authentication, single sign-on services, and active directory services to allow Accenture apps to use the client's access and authorization system.
- The State will collaborate with Accenture to configure the tools listed in the Contract to allow integration from Accenture assets.
- Enable two instances for each app for myWizard on-premise deployment, one for staging and one for production.
- The Accenture System Diagnostic tool will be executed on the near-to-production environment to assess the state of current system before the start of joint transition planning (JTP). This will enable Accenture to provide more valuable recommendations for JTP.
- The State will obtain required consents to share and/or transfer all required licenses to Accenture resources located on site to allow the use of software and tools needed to support their applications. Offshore resources will be limited to licenses required for development.

Transition

- Pre-transition planning and preparation activities require four to six weeks for both onshore and offshore locations.
- The State and Accenture will jointly validate all scope and assumptions during the transition phase and the parties would make any mutually-agreed changes.
- The State will be responsible for internal or external stakeholder communications (e.g., vendors, employees) before and after the start of joint transition planning.
- The State will ensure that incumbent vendor and State SMEs provide required support during KT planning and execution.
- KT sessions will be recorded (screen and voice), stored, and shared with future knowledge recipients to support remote knowledge transfer as long as there is not production data.
- Incumbent SMEs and State SMEs involved in KT would be located in Dimondale, Michigan.
- During transition, only system understanding documentation will be created. All functional or technical documentation available will be provided to Accenture before the start of transition activity.
- The solution does not include any effort for transition of SOW roles.

- It takes 12 weeks to set up the dedicated secure bay offshore. Accenture resources in India will operate from an interim secured bay until the set-up of the secured bay is completed (estimated to be the end of Month 2).

Break/Fix and Minor Enhancements

- The solution includes work effort of 400 hours per month for minor enhancements and 25 break-fix defects. If the combined volume of minor enhancements and break fix defects exceeds the reserved work effort by 110%, then Accenture and the State would develop and discuss a strategy to address the actual volume.
- The solution includes work effort of 400 hours per month for minor enhancements and 25 break-fix defects. If the combined volume of minor enhancements and break fix defects is less than the reserved work effort by 90%, then Accenture and the State would develop and discuss a strategy to apply the remaining work effort on additional release scope.
- FTEs will be shared across break-fix and minor enhancement work.
- Accenture will not be responsible for any failure to perform due to issues arising from acts or omissions that occur prior to the start of Accenture's services.
- Additional Assumptions
- All State Data will be maintained in the systems controlled by the State. The State will implement restricted access to the State Data such that (a) Contractor personnel located within the U.S. will have read-only access to the State Data as reasonably required to provide the Services, and (b) Contractor personnel located outside the U.S. will not have any access to State Data. The State will provide Contractor personnel who will access State Data with laptops with all required security controls (e.g., encryption). Contractor has no obligation with respect to hosting or backup of State Data.
- Contractor is not licensed, certified, and/or registered in any jurisdiction as an accounting, auditing, bookkeeping, or tax advisory professional, and Contractor will not provide any legal, accounting, attestation, audit, or tax advice or make any legal determinations. The State is ultimately responsible for confirming the compliance of MITAS with any applicable laws and regulations.
- Any third-party software, services or products are subject to the terms and conditions of the third party software, services or product agreements or licenses that govern such third party software, services or products.
- Service Credits, fee reductions, fines or any similar agreed-upon financial remedies under this Contract will not constitute an exclusive remedy for the corresponding failure to perform, and the State will be free to pursue any and all remedies available under this Contract, at law, or in equity with respect thereto, provided that any such credits or similar reductions actually paid by Contractor to the State will be offset against any damages awarded to the State for claims arising from the corresponding failure.
- The State will commit the necessary resources and management to support Contractor's Services and to perform any agreed upon sign-offs in a timely manner. Decisions to be made by the State will be made promptly and without unreasonable delay.
- The State shall be responsible for its use of the Services and Deliverables, and for determining that the Services and Deliverables meet the State's requirements and comply with the State's applicable internal guidelines and any other agreements it has with third parties.
- Subject to the State's policies and procedures, and applicable State and federal law, the State shall provide Contractor personnel with access to the required systems and tools, and will obtain, at no cost to Contractor, consents for Contractor's use of any third party products, including, but not limited to the

SAP software, necessary for Contractor to perform the Services, other than any third party products agreed to be provided by Contractor.

- For SAP Baseline Maintenance and Support, no SLAs will be applicable to MTO defects (Java skill) which the State introduces.
- For SAP Batch Operations and Support:
 - There will be 6 weeks of transition and the resource starts from month 1 of service delivery.
 - The State and Accenture will revisit Batch SLAs after 6 months and reevaluate when they will fully go into effect.

STATE OF MICHIGAN

Contract No. 171-19000001389

SAP Maintenance & Operations Support **EXHIBIT A – Table 1**

Schedule A: Table 1 - BUSINESS SPECIFICATION WORKSHEET

Business Specification Number	Business Specification	Additions to the Business Specifications
	Task 1: Vendor Transition	
1.0	<p>Section 12 includes a detailed transition plan. The Contractor must be able to assume support and/or successfully complete certain “in process” projects from the State as of the contract award. These include:</p> <ul style="list-style-type: none"> Implementation of the Recreational Marijuana Tax Implementation of a new batch processing tool Continuous improvement and implementation of Solution Manager capabilities Rewrite of General Accounting and State Budget reports Implementation of a Business Registration process City of Detroit transition of IIT processing 	<p>In-process projects would not be transitioned until after the go-live warranty period ends.</p> <p>Accenture will staff, estimate, and deliver new projects in accordance with DTMB priorities. The status, in-process activities, documentation, risks, and issues associated with existing projects will be reviewed to support transition to Accenture. Accenture will work with DTMB to provide staff augmentation support to the existing State-led team for in-flight projects to reduce risk and maintain accountability.</p>
	Task 2: SAP Baseline Application Maintenance	
2.0	Contractors must be willing to comply with IRS Safeguard Pub 1075, exhibit 7 language presented in Appendix B (reference Schedule C).	
3.0	While the State is not dictating the location of most resources, Contractor must maintain an onsite presence that is acceptable to the State for support of application, operation and business support.	Accenture will staff key personnel onsite. Accenture will staff select SAP M&S and SOW functional analyst and developer team roles at Accenture locations in Pune, India.
4.0	Contractor must provide Analysis, Business Requirements, Functional and Technical Design	Accenture will follow the State’s SUITE methodology, specifically the Software Engineering Methodology (SEM). Accenture will

	updates, Construction (Development), unit and string testing.	<p>Accenture will use additional Accenture assets to enhance quality and accelerate delivery for each phase. During Analysis, our automated and manual estimating tools will accelerate and improve the estimating breadth and depth. During Business Requirements, Accenture will use its Requirements Analysis and Definition Job Aid and Checklist to help Functional Analysts identify and analyze different types of requirements (such as business, technical, and performance). For Functional Design, Accenture will use their Functional Design Job Aid and Functional Design Checklist to support a thorough analysis and robust design. For technical design updates, Accenture will use its reverse-engineering assets to develop and validate Technical Designs from existing code. Accenture will use its Technical Design Job Aid and Technical Design Checklist to enhance technical implementation design considerations and definition, and aid in consistency with overall application and technical architectures.</p> <p>During construction, unit testing, and string testing, Accenture will apply its Accenture DevOps assets to automate code quality validation, unit testing, string testing, and code migration integration. Accenture will use its development and unit test checklists and job aids to aid in code and test consistency and quality.</p>
5.0	The Contractor must maintain applications in all data regions of the system (including but not limited to Development, Testing, Production, and Sandbox) at the appropriate release and code version status.	<p>Accenture will maintain an environment strategy that defines the overall environment management approach, application and technical architecture, key usage considerations such as data quality and obfuscation requirements, compliance requirements, performance, guidelines, considerations for creating additional N+1 environments, and other overarching environment management considerations. Accenture will collaborate with DTMB BASIS to create an Environment Plan regularly that depicts planned enhancements and break/fix activities associated with each environment and align it to the Release Plan. The Environment Plan will also depict planned technical and application architecture changes, scheduled maintenance, data refresh plans, and other environment changes.</p> <p>Accenture will collaborate with DTMB BASIS to promote releases to other environments after the applicable test is complete and approved, as per the release plan agreed on by DTMB's management.</p>

		<p>Accenture will use SAP Solution Manager and Accenture’s configuration and release management processes mutually agreed upon by Accenture and DTMB to monitor configuration and code progression. Accenture will confirm requirements and release traceability with SAP Solution Manager and HP Application Lifecycle Management (ALM). Accenture will collaborate with DTMB BASIS to use SAP Solution Manager capabilities to synchronize code between environments.</p> <p>Accenture will collaborate with DTMB BASIS to tailor data to each environment based on DTMB’s security approach using SAP TDMS and Accenture assets. Accenture will coordinate with DTMB BASIS to review and approve the support pack patches and enhancement packs—typically in an N+1 environment and then backfill to other environments when released to Production. Accenture will use Accenture SAP assets for automated impact assessment may be used to analyze impact to current functionality.</p>
6.0	<p>The Contractor must ensure that changes made to any of the SAP environments will maintain or improve, and do not degrade MIITAS operability, performance, and functionality.</p>	<p>Accenture will use its Technology Services Framework with SUITE to define the overall approach to design, configure, customize, test, deploy, transition, administer, tune, and support new and modified DTMB capabilities.</p> <p>Accenture will collaborate with DTMB BASIS to create an Environment Strategy and regularly prepare and review an Environment Plan with DTMB—such as biweekly or monthly. Accenture will conduct Integration and Innovation meetings, as needed by the State, to review the impact of major capabilities and efforts and review field-tested practices and emerging technology (SAP and non-SAP).</p> <p>Accenture will collaborate with DTMB BASIS to define code migration and retrofit strategies utilizing SAP Solution Manager to synchronize environments.</p> <p>Accenture will work with the DTMB Release Manager to align all application and environment changes with the overall release schedule. Accenture will use SAP Solution Manager and the State’s requirement repository to track each system change and its associated documentation as it progresses from Development to Production.</p>

		<p>Accenture will implement automated transport analysis tools for dependency and overwrite analysis to reduce the risk of introducing changes that would degrade system performance or solution integrity. Accenture will use automated documentation creation and automated DevOps code scanning to confirm the code meets DTMB's code quality and performance requirements before migration to the next environment.</p> <p>Accenture will use its myWizard asset to support automated real-time utilization and performance monitoring of each environment.</p>
7.0	<p>The Contractor must utilize the SAP Solution Manager ITSM for all ticket and release management activities.</p>	<p>Accenture will work with DTMB to define an overall service strategy and document the full lifecycle management of tickets from inception through release and Production verification.</p> <p>Accenture will use SAP Solution Manager ITSM's inherent capabilities and its myWizard asset to provide assisted and automated ticket triage, assignment, and resolution. Accenture will use ITSM to support demand management activities related to ticket origination, prioritization, and release assignment and management.</p> <p>Accenture will assess and integrate automated monitoring events—such as production outages and threshold alerts—with ITSM. Using myWizard, Accenture will configure and integrate problem management capabilities with incident management to streamline and automate problem identification. Also, as part of myWizard, Accenture will implement a knowledge management repository to provide assisted or automated resolution of tickets.</p> <p>Change Management activities will be integrated with ITSM to provide real-time visibility to the status of changes and the state of each configurable environment. Accenture will review the current ITSM configuration and associated processes. Accenture will identify and implement improvement opportunities for effective demand, problem, change, and release management. This includes the ability to measure, report, analyze, and assess the overall health of each environment using our myWizard Accenture tool, which integrates with ITSM.</p>

8.0	Contractor key personnel or appropriate designees must participate in meetings with the State & Treasury to prioritize and schedule work; coordinate and prioritize proposed changes; to create, review and approve hourly estimates for changes; and to schedule approved work.	Accenture will provide a Resource Capacity Dashboard to provide capacity visibility to DTMB. To support the overall governance and delivery of enhancements and break/fix tickets, Accenture will use SAP Solution Manager and our assets to perform triage or analysis, impact assessment, and estimation of all items.
9.0	The Contractor business analysts must collaborate with Treasury subject matter experts to translate changes in tax policy and procedures into recommendations for SAP application changes. The Contractor business analyst must translate policy interpretation of new tax legislation and/or requirements provided by Treasury into business requirements and perform SAP impact analyses. The Contractor must collaborate with State staff to conduct feasibility studies and cost benefit analyses for new initiatives as required.	
10.0	The Contractor must participate in Treasury LPIs, Triage and other User Sessions as requested. The Contractor shall participate in and assist with work sessions with appropriate user groups to ensure that the application and solutions being provided address all user requirements and are clearly understood.	Accenture's team of SAP Functional Analysts will work with the State of Michigan and DTMB Treasury on ticket triage using the Accenture Ticket Resolver. The Ticket Resolver is our intelligent ticket triaging, assistive resolution, and automatic resolution tool. Accenture will use its Requirements Gathering and Analysis Job Aid to assist with user requirements-gathering sessions.
11.0	Contractor business analysts must collaborate with State PMs to understand project constraints. Contractor is responsible for effectively managing the scope of the project from requirements through implementation to avoid scope creep and ensure projects are delivered on time with high quality outcomes.	Accenture Business Analysts will use its Requirements Gathering and Analysis Job Aid to collaboratively define, prioritize, and analyze the requirements for each enhancement. Each enhancement-related requirement will be captured in a detailed Requirements Traceability Matrix (RTM) to provide full scope visibility with DTMB and impacted stakeholders and help address scope changes. Throughout subsequent Design, Construction/Development, and Test phases, Accenture will collectively use the RTM to deliver the business intent. Accenture will also use the RTM to identify potential scope change. Approved scope changes will be included within the enhancement delivery cycle. Accenture will

		perform an impact assessment for change impact, effort impact, schedule impact, quality impact, and risk and issue impact for each potential scope change.
12.0	Contractor will provide support to users to explain system functionality, when requested. Treasury Business liaisons provide Tier 1 resolutions. The Contractor is responsible for the assessment, analysis and resolution of issues escalated by Treasury Business liaisons. This real-time or follow-up consultation (Tier 2) will be with the Contractor's business analyst or programmer analyst, as appropriate.	<p>Accenture's 24/7 on-call support organization will enable real-time and follow-up consultation, as needed, with its Business/Functional Analysts.</p> <p>To aid ticket triage, Accenture will implement its Ticket Resolver. This tool is part of Accenture's myWizard intelligent tools, which identifies repeat tickets, auto-analyzes, performs auto-triage, identifies resolution work instructions, and executes using project-specific bots. Benefits include reduced effort, improved turnaround time, and ability to automate. The platform can automatically mine prior and current tickets and associated assignments and resolutions through machine learning to facilitate automated assignments and resolution, when appropriate. The tools can be configured to support suggested actions and aid Tier 1, Tier 2, and Tier 3 support teams.</p>
13.0	Contractor will provide rough order of magnitude estimates (+/- 50% effort estimates) in support of the State's call for projects process and for emergency candidates.	Accenture will give emergency fixes high priority and deliver estimates in hours, not days. These estimates would include risk analysis, solution impact, and business impact, which would allow the team to create the appropriate release configuration to address the fix and production cleanup for the emergency work. Depending on the nature of the emergency, production code fixes and automated cleanup utilities would be ready for deployment in hours if necessary.
14.0	Contractor will provide analysis and estimates for all support requests within agreed upon timeframes. (SEE SLA)	<p>Accenture will have a 24/7 on-call rotation and will acknowledge support requests within the agreed upon SLA timeframes.</p> <p>As needed, Accenture will collaborate with issue submitters to review issues, requirements, impacted business processes, and capabilities.</p>

		Accenture will analyze, identify and estimate systems, components, configuration, RICEFW, system partner support, data integration, security, and testing effort required, using SAP Solution Manager Change Analyzer and Accenture estimating assets. Accenture will identify and include risks and assumptions in all estimates.
15.0	Contractor will provide updated estimates after completion of each development and test phase for major enhancements or new development work.	<p>For waterfall delivery, Accenture will produce a ROM estimate of effort and then revisit after each project phase to uncover more detail relevant to the estimate.</p> <p>During each phase Accenture will review scope, identify functional and technical impacts, and assess schedule considerations to refine and provide the estimate for the remaining solution delivery lifecycle phases.</p> <p>For Agile delivery, Accenture will scope and estimate the work effort for each sprint based on the prioritized epics, features, user stories, and technical debt items using points, and deliver in two- to four-week increments.</p>
16.0	<p>For each major system enhancement or new development work, the Contractor will produce the following deliverables, at a minimum. The Contractor may choose to use State's SUITE document formats and SEM methodology, or present alternative options that meet the following requirements:</p> <ul style="list-style-type: none"> • Updated or newly created detailed business and functional requirements documentation which includes pictorial representation of all screens, forms, reports and a description of other processing. This document will be reviewed and approved by Treasury and DTMB stakeholders. • Updated or newly created System Design document describing and detailing control and data flow through system batch and interface processes. • Updated or newly created technical documentation that identifies and details: 	<ul style="list-style-type: none"> •

	<ul style="list-style-type: none"> ○ The approach to ensuring data integrity during data import from interfacing systems, and during data entry and modification by users ○ A plan and diagram for all batch processing and defining processing to be performed ○ Identification of standard SAP modules and configurations. ○ A security management approach that ensures data security ○ Documentation of system interfaces, including diagrams. Each interface shall be described in detail, specifying purpose, format, content, frequency, and processing for each interface transaction. <p>Technical documentation will be reviewed and approved by the DTMB SAP Project Manager, the DTMB SAP Solution Architect and/or their designees. Approval of these documents will not impact project timelines.</p> <p>All updates will be maintained in the appropriate repository, using the prescribed format, templates and change control procedures. Changes to the format or template must be approved by the DTMB SAP Project Manager and the DTMB SAP Solution Architect.</p> <ul style="list-style-type: none"> ● A traceability matrix for all requirements ● String test plans ● High Quality code delivered into the QA, Pre-Production and production environments. ● Complete and proper configuration management activities. 	
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17.0	<p>The current technical documentation for the SAP system is not up to date and does not consistently match functionality. If any deliverable previously generated by the Contractor or previous contractor is affected by new development work or major enhancement, the Contractor must update all affected technical documentation to bring it current. With the prior approval of the DTMB SAP Project Manager, updates to deliverables may be accumulated across multiple related new development tasks or performed outside of the project phase if there would be a negative impact to the project. However, all documentation must be completed before final acceptance of the project.</p>	<p>Accenture understands that the technical documentation for SAP system is not up to date. Accenture will collaborate with DTMB to bring the documentation up to date as objects are impacted by new development work or major enhancements. Accenture will use its documentation accelerator assets to generate technical documentation from existing code. Accenture will implement a peer- and lead-review process so the completeness and accuracy of updated or newly created technical documentation is confirmed before the final acceptance of the project.</p>
18.0	<p>The Contractor is responsible for the development and maintenance of all technical processes, interfaces, and batch programs.</p>	<p>The Application Maintenance Development Core team—comprising Business Analysts, ABAP Developers, BRF+ Developers, Java Developers, and BW Developers—would provide requirements, design, development, test, and training support for the various components of MIITAS applications such as tax forms, reports, interfaces, and workflows. Accenture will work with DTMB to review existing DTMB delivery processes and standards and recommend improvement opportunities, where appropriate. Accenture will update existing documentation and create new documentation in accordance with project delivery schedules to build a gold documentation repository to improve system awareness and accelerate future delivery. Accenture will work with DTMB to define interface control agreements that document critical interface-related operating guidelines and any system-level agreements.</p> <p>The SAP Batch team will collaborate with the DTMB BASIS team to develop the Batch Operations Plan with the DTMB Release Manager and release plan. The SAP Batch team will provide support monitoring batch jobs, implement any suitable error handling, or restart recovery procedures to keep batch process to a stable state. Accenture will use standard SAP Solution Manager, myWizard, and Accenture Automated Ticket Resolver (ATR) to automate monitoring and where possible, automate or guide resolution of issues.</p>

19.0	<p>The Contractor must ensure that changes or modifications to existing code is evaluated for impact on application performance and batch processes. If performance could be impacted, the Contractor will notify the DTMB Solution Architect during the design phase and provide a recommendation for online or batch performance testing.</p>	<p>Accenture's Functional and Development teams will collaborate to determine if changes would create online or batch performance risk or issues during the Analysis, Design, and Development phases. If we identify performance risks or issues, we would discuss alternatives with DTMB and identify a strategy to address the performance risk or issue before releasing the code. Accenture will work with DTMB's TCoE to support batch and online performance test planning and execution to validate system performance meets or exceeds DTMB's objectives. If we identify performance issues during the test phases, the Accenture team will fix them with the DTMB Solution Architect.</p> <p>Our Accenture's Batch Operations team will analyze the current batch architecture and operations, identify batch risks and issues, recommend, and implement plans to stabilize the batch processing using Accenture and standard SAP assets. We would implement leading batch operational practices and when needed, work with DTMB to execute batch performance testing associated with functional, technical, and performance tuning-related system changes.</p>
20.0	<p>The Contractor must support Data Warehouse teams in the development of ETLs interfacing with SAP. As changes are made to MIITAS, the Contractor will be responsible for proactively identifying and communicating impacts to the State's DW teams during the design phase and working with team to coordinate activities related to testing.</p>	<p>The Accenture Functional team will inform the applicable DTMB Data Warehouse (DW) team if the changes in the SAP system affect the interfaces connected to DTMB DW and will coordinate with the DTMB DW team to confirm interface requirements create design documentation, complete development and unit testing, and conduct end-to-end string testing together. Accenture will support DTMB TCoE with integration testing, user acceptance testing (UAT), performance testing, and regression testing (for interface modifications). We would implement fixes to address test issues and support retesting.</p> <p>Our Batch Operations team will coordinate runbook additions (for new interfaces) or changes (for interface modifications) with the DTMB DW team. Accenture will implement these changes before string testing and after successful testing and production release, implement runbook changes in the production environment and monitor batch interface execution and operations.</p>

21.0	<p>The Contractor must define and document all new system interfaces, including diagrams. Each interface must be described in detail, specifying purpose, format, content, frequency, and processing for each interface transaction.</p>	<p>The Accenture team will create complete and accurate functional and technical designs for each new interface to meet DTMB’s requirements, following the DTMB SUITE methodology. Accenture’s interface documentation will include a detailed purpose and description, business benefit, interface diagram(s), format, content, frequency, test conditions, and processing types for each transaction among other details of the interface.</p> <p>Accenture will collaborate with DTMB and impacted system partners to confirm and document interface requirements, develop and document designs, conduct string testing, and define the execution and operational architecture and associated processes such as error handling, escalation, change management, and release management.</p> <p>Accenture will use existing DTMB interface guidelines, standard interface frameworks such as standard XML messages, and approved protocols such as secure file transfer when defining the interface architecture.</p>
22.0	<p>The Contractor will use existing external interfaces where they already provide the information needed by SAP MITAS. For any new required interfaces, concurrence on the interface description will be required from the agency that controls the interfacing system. The DTMB SAP project manager will coordinate data share approval from the agency in these instances.</p>	<p>When a new interface is identified, Accenture will work with the DTMB SAP Project Manager and system partner to define and implement interface details and obtain required approvals during each life cycle phase and establish a joint delivery schedule in accordance with the overall Release Plan and DTMB Release Manager. Accenture will work with the DTMB SAP Project Manager and system partners to identify and develop joint mitigation plans for interface risks and issues.</p>
23.0	<p>The Contractor must coordinate with DTMB and Treasury teams when interface changes are required and approval is needed.</p>	<p>Accenture will collaborate with DTMB and impacted system partners to confirm and document interface requirements, develop and document designs, conduct string testing, and define the execution and operational architecture and associated processes—including error handling, escalation, change management, and release management. Accenture will use existing DTMB interface guidelines, standard interface frameworks such as standard XML messages, and approved protocols such as secure file transfer when defining the interface architecture.</p>

24.0	<p>The Contractor will attend all meetings on the interface, prepare meeting minutes, and track interface coordination status in the status meetings. Treasury is responsible for the final draft and approval of inter and intra agency data share agreements.</p>	<p>Accenture will attend all meetings on the interface, prepare meeting minutes, and share them in the agreed-on format in the DTMB SharePoint.</p> <p>Accenture will coordinate with Treasury for the final draft and approval of inter- and intra-agency data share agreements. Accenture will follow existing Treasury standards to define and obtain approval for interface agreements.</p>
25.0	<p>Contractor application staff shall provide application expertise and have advanced knowledge of the batch programs and system interfaces. Team members shall apply their expertise to resolve batch failures when notified by the designated DTMB staff of errors which are beyond their responsibility and ability to investigate.</p>	<p>Accenture will provide 24/7 on-call batch support to enable issue triage and resolution at any time for batch issues.</p> <p>The Accenture Batch Operations Lead would manage the overall batch schedule and operations directing the Batch Operations team.</p> <p>Accenture will create an overall batch runbook that documents each batch job, required execution timeframes, service-level agreements (SLAs), average and historical runtimes, automated and manual monitoring, alert thresholds, restart/recovery procedures, escalation criteria, and historical errors and resolution plans.</p> <p>If a batch issue is identified through automated or manual monitoring or following notification by the designated DTMB staff, our 24/7 on-call support would mobilize, the Accenture Batch Operations team to work with the functional and technical teams to resolve issues in batch programs and interfaces.</p> <p>Accenture will implement an automated batch monitoring process to automate batch observation and enable faster escalation and resolution of batch issues. Automated batch monitoring would be integrated with ITSM for Level 1 triage or automated or assisted triage, assignment. and resolution.</p>
26.0	<p>The Contractor is responsible for SAP Application Architecture. This includes:</p> <ul style="list-style-type: none"> • Definition of the application architecture • Determination of how technology can be applied to meet the business needs 	<p>Accenture will work with DTMB leadership to review the existing application architecture, identify and address improvement opportunities, and implement future changes that are consistent with the application architecture. Accenture will collaborate with DTMB to ensure accuracy when documenting the future application architecture and will</p>

	<ul style="list-style-type: none"> • Determination of data requirements, structure, and distribution • Determination of frameworks, objects and classes for re-use • Guidance in the configuration of the packaged application solution • Presentation of application solutions and any related risks and issues • Insurance in the continuity in the use of application development and usability standards • Ensure continuity in all major application solution decisions • Ensure integration across all MIITAS application environments (SAP, GUI, PORTAL, Fiori, CRM, GRC, BW, XI, Data Warehouse, MTO, and related ancillary applications) • Guidance to Analysts and SMEs on development solutions and application continuity in the form of code, screen, application and security standards 	<p>confirm that future solutions are consistent with the approved architecture.</p> <p>Accenture will review and recommend improvement opportunities to DTMB's development standards and frameworks, objects, and classes for reuse. Accenture will work with DTMB to update Development, Security and Usability Standards Accenture will define the solution approach and associated risks, dependencies, and issues for each release and present this information to DTMB leadership regularly.</p> <ul style="list-style-type: none"> • Accenture will implement automated monitoring to confirm user connectivity through the portal and SAP GUI to all MIITAS SAP applications. We would also implement automated monitoring of application integration across SAP CRM, GRC, BW, XI, BW Data Warehouse, Fiori applications, MTO, and ancillary applications.
27.0	<p>The Contractor must understand and consult with the DTMB SAP Solution Architect regarding MIITAS application architecture, advising of any anticipated performance problems, integration issues, and recommending development strategies, changes, and upgrades to the architecture as appropriate. The Contractor must have all major designs and/or changes in architecture and code changes reviewed and approved by the DTMB SAP Solution Architect.</p>	<p>Accenture will review the existing application architecture, identify and address improvement opportunities, and implement future changes that are consistent with the application architecture with the DTMB SAP Solution Architect.</p> <p>Accenture will identify integration and performance issues and submit all major designs or changes in architecture and code changes for review and approval by the DTMB SAP Solution Architect.</p>
28.0	<p>The Contractor must understand the impact of coordinating multiple development and testing environments simultaneously, identifying the need for environment creations, refreshes, data loads, etc. as required to meet project deadlines, and ever-changing conditions or requirements.</p>	<p>Accenture will implement automated overwrite analysis to simplify change management and mitigate risk.</p> <p>Accenture will collaborate with DTMB BASIS to use Solution Manager to define and review an Environment Strategy and Environment Plan that maps all landscapes to releases and related changes. Through these DTMB and Accenture assets, processes, and tools, Accenture will proactively manage</p>

		environment usage, needs, and scalability to support current and emerging priorities.
29.0	The Contractor must manage the MIITAS applications to the extent required to support the development and maintenance efforts of MIITAS, determining when planned activities conflict or otherwise require contingency planning.	<p>Accenture will collaborate with DTMB BASIS to define an Environment Strategy and define and review an Environment Plan that aligns release (development) and maintenance (break/fix) efforts.</p> <p>Accenture will use their sustainment and support framework, ADM, and tools (myWizard, Solution Manager and ChaRM) to request, approve, track, and implement system configuration changes in SAP development environment through transport creation and path configuration and transport the changes to the test environment using Transport of Copies (TOC) for quality assurance, regression, user acceptance, and other identified required testing.</p> <p>Accenture will align the changes with the release plan and explain when downtime is required—such as support pack installation, enhancement pack installation, and system refresh. Accenture will work with the DTMB SAP Project Manager to create a contingency plan for each release.</p> <p>We understand there is always a need to have a contingency plan to account for urgent transport while other developments are in progress. In such situations, Accenture will work with the DTMB SAP Project Manager and DTMB SAP Solution Architect to define a strategy to remove the ongoing changes in a particular object by copying to a local object and implementing the urgent change and transport. After the transport is released, Accenture would put back the prior changes and continue with the development. Accenture will document and shared with the DTMB SAP Project Manager these actions.</p>
30.0	The Contractor must maintain the architecture in a manner that will allow the State to grow, protect, and edit Treasury data in a manner that is cost effective, efficient in the use of hardware/software resources, provides for ease of use, and ensures high performance and availability.	Accenture will introduce our DevOps automation asset and techniques to optimize collaboration across development and operations, enabling faster, predictable, and continuous deployments to production, at reduced effort. Accenture will enable proactive environment and data management using myWizard and SAP data management solutions such as TDMS to manage cost, harden and secure services and data,

		<p>and enable high performance and usability for DTMB stakeholders and users.</p> <p>Accenture will support future program needs such as S/4HANA.</p>
31.0	<p>Contractor must provide application configuration, code development and maintenance for all SAP systems. For each code or configuration change, the Contractor must deliver:</p> <ul style="list-style-type: none"> • completed application code that has been successfully Unit and String Testing using various browsers (Internet Explorer testing for internal SAP applications, various browsers for external public-facing applications.) • Updates to the documentation and code repository • Recommendations, as needed, to improve the effectiveness, efficiency and integration of the application architecture to improve performance or usability, address new requirements, or incorporate new technology 	<p>Accenture will use the State's SUITE methodology for service delivery to provide application configuration, code development, and maintenance for all SAP systems. Accenture will deliver application code, updates to documentation, and code repository following SEM standards.</p> <p>Accenture will use our DevOps assets to support automated code reviews, reverse-engineering of documentation, automated unit testing, and automated migration of code using ChaRM. Accenture will use our Standards, Job Aids, Checklists, and Peer and Team Lead review processes to supplement our automated processes with detailed guidance for each phase activity. Accenture will conduct periodic Innovation and Integration sessions where we focus on industry and technology trends, emerging SAP capabilities, and new technology enablers.</p>
32.0	<p>Contractor programmer/analysts must be trained in unit testing and string testing techniques prior to being staffed on the project. Unit and String testing are carried out as part of Development level test. The purpose is to ensure the code developed for the application meets the business and functional requirements defined. DTMB utilizes V-Model testing and in that model, unit testing ensures each application component is properly implemented while string testing validates if individually developed components communicate with one another as designed.</p> <p>Test Activities</p>	<p>Accenture will create a comprehensive RTM for the entire solution.</p> <p>Accenture will collaborate with DTMB's SAP Project Manager and Solution Architect to define job aids, checklists, and entry/exit criteria for unit and string test.</p>

	<ul style="list-style-type: none"> • Design, develop and implement unit and string testing plans. • Update Requirements Traceability Matrix (RTM) to show traceability from business requirements to code module/object and string test plan. • Build objects are built on local machines and unit tested. • Individual components are grouped in a logical order for string testing. • String test results are documented. • Unit and String tested objects are peer reviewed. • Development lead ensures testing was conducted and documented properly. <p>Exit Criteria for string test</p> <p>The completion of Development level test indicates that:</p> <ul style="list-style-type: none"> • The individual components are working as design. • The interaction between the objects (i.e., individual modules, interface modules, etc.) function correctly. <p>The following criteria must be satisfied and demonstrated before promoting the code into the DTMB Testing System Integration Testing environment:</p> <ul style="list-style-type: none"> • All objects are successfully string tested and signed off. • Requirements & Traceability Matrix (RTM) has been updated. • All string test cycles are completed, and results are documented. 	
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	<ul style="list-style-type: none"> • All critical and high defects are resolved. All medium and low priority defects have been reviewed and accepted by DTMB QA Manager. • All changes to the system have been documented in release notes. 	
33.0	For major enhancements or new development work, before beginning the system test phase, the Contractor shall conduct a hand off meeting with the Integration testing team and present the results of the string test phase.	Accenture will develop automated validation scripts and manual exit checklists and review them with relevant State and Treasury personnel. Accenture will deploy these checklists at every major milestone, including the handoff from Accenture to the System Test team. Accenture will facilitate a formal handoff meeting with the Integration Testing team and present each of the aforementioned work products for feedback and approval. Any open medium- and low-priority defects, issues, and risks would be reviewed for concurrence to address during subsequent phases (System Test or later).
34.0	For break-fix or minor enhancements, the Contractor will support QA Analyst in developing a Quick Test Plan that covers all phases of testing (string, system, regression and UAT) fulfilling the SEM Express methodology requirements.	Accenture's approach to break/fix will align with the SEM Express Methodology. Accenture will assess, estimate, document, and design a solution. Accenture will create an initial draft of test conditions and would work to document and execute unit and string test plans. Accenture will collaborate with the existing TCoE QA analysts to develop a quick test plan or standard regression test plan and support issue triage and resolution for all test phases. As part of our defect resolution process, Accenture will identify where the problem was introduced and how our processes failed to catch the issue before release. Accenture will update relevant process, standard, or checklist documentation and automated capabilities—such as automated code review tools—where required.
35.0	The Contractor will create an operational readiness plans and post go-live support plans for all major software releases. The Contractor must review this with the DTMB SAP Solution Architect and DTMB SAP Project Manager at least 3 weeks prior to release and final approval must be provided.	Accenture will create a high-level cutover strategy with expected outcomes, scope, assumptions, stakeholders, risks, and issues identified. Accenture will use the strategy to define the high-level cutover approach and plan and iteratively refine the plan through a series of meetings with impacted DTMB personnel, impacted system partners, and eventually impacted stakeholders after the plan has been refined. For large projects, Accenture will work with the release manager and DTMB personnel to plan and execute mock cutovers

		consistently to how they would be executed in production. Accenture will prepare an operational readiness plan that includes people, infrastructure, application, and support readiness; execution and operations architecture overview; test activities related to execution, and operations architectures and processes.
36.0	Contractor must provide application maintenance of the portal applications MTO (Michigan Tax Online). This includes Analysis, User Story & Acceptance criteria creation, Functional and Technical Design, Construction (Development), unit and string testing.	Accenture will perform requirements analysis, epic/feature/user story/technical debt and acceptance criteria definition, functional and technical design, development, unit test and string test, knowledge transfer and training, and cutover and operational planning and execution. Accenture will work with TCoE to support the subsequent (system, integration, UAT, regression, and automation) test activities for the MTO Portal.
37.0	The MTO portal project is managed using Agile principles and currently has one team supporting the application. Treasury provides the product owner; DTMB provides 3 developers, technical support jointly provided by DTMB. The contractor is required to provide an agile delivery lead as well as developers familiar with JAVA, UI, SAP ABAP programming and the Agile framework and methodologies.	
38.0	Contractors must perform and report Root Cause Analysis on all break-fix tickets to determine in which module the error exists, and which release it was introduced. The Contractor must also perform a full corrective analysis to determine the resolution of the issue, the population affected by the defect, and any restorative measures, including data clean up, that will need to be performed.	
39.0	The Contractor must work with the DTMB SAP Project Manager and Release Management Team to set release dates for break/fix and approved changes. Release dates are set by formal schedule. However, at times a system correction	

	<p>must be made prior to the date of a scheduled release. When this becomes necessary, Contractor management staff must work with the appropriate parties (DTMB, Treasury) to assess the necessity, coordinate efforts with technical teams and the Release Management team to determine a proposed release date and obtain DTMB SAP Project Manager approval to schedule an emergency release.</p>	
<p>40.0</p>	<p>The Contractor must follow the State's system engineering methodology for the correction of all application defects. A 90-day warranty period begins for the defect correction when code that has been installed into production begins to be used. Warranty resolution is performed at no additional cost to the State, such as contractor overtime, and without impact to any plans, schedules, milestones or delivery dates for other planned work. Alternatively, the Contractor may provide a credit on the State's monthly charges for tickets that are determined to be warranty and corrected using non-overtime hours. The Release Management Team will track potential warranty items and all hours logged against those tickets for resolution and implementation. By definition, a defect is a deviance in the function of the application from its design and or any implemented changes. Changes provided to the Contractor from the software vendor (SAP) are not subject to warranty. Accordingly, no requirements or design changes other than clarifications are involved in the warranty correction of application defects. In these situations, the Contractor must follow the State's system engineering methodology beginning with the construction stage. The Contractor must correct the source code so that it performs as</p>	<p>Accenture will follow the State's SEM when addressing regular release items and when addressing warranty defects.</p> <p>Potential warranty defects will be identified and then reviewed by a joint DTMB and Accenture team comprising management personnel from both sides. When warranty defects have been isolated and scheduled for fix in production, Accenture would conduct an RCA to understand how the defect was released to production. Lessons learned from each of these RCAs would be applied to the appropriate phase to avoid repeat instances.</p> <p>Accenture agrees to the 90-day warranty period and warranty resolution conditions.</p>

	designed. New or modified code which is placed into productions which negatively impacts performance or causes errors in other pre-existing code will also be considered warranty defects.	
41.0	The Contractor must correct system fatal errors and outages and the software causing such problems. These must be resolved within 24 hours from the time that the problem occurs unless the DTMB SAP Project Manager has approved additional time for corrective action. Batch issues that are critical for processing must be fixed and the batch cycles must be completed before the time the system is scheduled to be available on-line.	Accenture would correct system fatal errors and outages and the software causing such problems as described in Schedule B – Service Level Agreement.
42.0	Whenever an operational problem results in inaccuracy, data corruption, delay/interruption in online availability, or delays in processing, notices, reports or other output, the Contractor must immediately notify the DTMB SAP project manager and the Treasury System Owner via telephone and a follow-up e-mail in the form of a System Incident Report (SIR). The SIR notification must also include distributing information to key stakeholders, the State and Contractor subject matter experts, and subsequent updates to State staff via a daily SIR update report. The notification must include a description of the problem, the expected impact on operational functions, a corrective action plan, and expected time of problem resolution. Upon correction of the problem the Contractor must notify the above-mentioned staff that the problem is resolved and provide root cause analysis information as well as preventative measures, if applicable.	<p>When an incident is identified, Accenture will notify the DTMB SAP Project Manager and the Treasury system owner immediately using telephone conversations and email.</p> <p>Accenture will ensure all updates related to the System Incident Report (SIR) starting from analysis to resolution would be recorded on the ITSM/HP ALM, respectively where it is generated. The DTMB stakeholders can have holistic view of SIR status accessing detailed progress in the tool. Accenture will provide daily summary report on the SIR's progress to the designated DTMB stakeholders and would highlight if any action required from DTMB for the continuation of fix of the SIR.</p> <ul style="list-style-type: none"> •

43.0	Contractor must maintain the following key personnel related to SAP baseline maintenance and operations: Project Delivery Manager, SAP Technical Architect, SAP TRM Functional Team Leader, BASIS Operations Lead and Agile Delivery Lead. All proposed key personnel will be reviewed and approved by DTMB and Treasury.	
	Task 3: BASIS Operations	
44.0	Contractor will act as a primary contact to the NS2 Vendor and escalate all issues to DTMB SAP Project Manager and DTMB SAP Solution Architect, as appropriate	
45.0	Contractor will configure, maintain and report system status and health via Solution Manager dashboards.	<p>Accenture will work with DTMB to automate daily health checks using SAP Solution Manager 7.2 capabilities aligned to DTMB's vision of proactive operational excellence. The Accenture team has developed an in-depth daily application health checklist for monitoring SAP applications, operating systems, and databases. Daily Health Check metrics will be made available using Solution Manager Dashboards and myWizard to all identified DTMB key stakeholders.</p> <p>Accenture will implement its dashboard asset, myWizard, which integrates with Solution Manager to provide DTMB with real-time process, volume, configuration, customization, and performance insight. Accenture's System Diagnostics asset will provide additional diagnostics including customization usage, volumetric analysis, and process chain performance.</p>
46.0	Contractor must maintain an up to date understanding and assessing changes made in either the SAP Architecture, SAP roadmap and SOM Roadmaps, and communicating awareness impacts to DTMB.	
47.0	Contractor is responsible for maintain system within their scope of responsibility at 99.8% uptime.	

	Issues with hosting of these sites that cause downtime will not be held against the Contractor.				
48.0	Contractor will serve as the gatekeeper of all transport movement between lower environments and to production. In this role, the Contractor will ensure code has passed all levels of approvals and followed all configuration management policies before being promoted to production. The inappropriate moving of code could include severe financial penalties up to and including termination of the contract.				
49.0	Contractor will act as the primary contact for DTMB Enterprise groups. Contractor will notify DTMB SAP Project Manager and DTMB SAP Solution Architect and of DTMB initiatives that impact the SAP systems or environments.				
50.0	Contractor BASIS will be responsible to collaborate with the NS2 hosting vendor to develop and execute, maintenance plans that align with SAP's recommended roadmap, including infrastructure, security, application, database, operating system, and GUI upgrades, notes and enhancements. Contractor shall seek approval from the State for all maintenance plans and collaborate with Release Management teams to schedule updates in collaboration with major and minor releases.	The Accenture team will provide coordination and execution of scheduled and unscheduled maintenance windows following the DTMB Maintenance Window standard processes: planned infrastructure, security, application, database, operating system, GUI upgrades, notes, and enhancements. Accenture will coordinate and participate in Technical Control Board (TCB) calls, flash calls, and DTMB stakeholder briefings to address questions after solution migration. The Accenture team will execute routine automated and manual maintenance window validations in the production environments to verify applications and systems work properly after deployment of operating system, security, software configuration, code, and database patches.			
51.0	Contractor will collaborate with DTMB Enterprise groups to monitor, maintain and update system and maintain compliance with all State required security PSP's.	<p>The Accenture team will automate vulnerability scanning to search well-known vulnerabilities that may be present on the DTMB SAP environments. Accenture will assess the scan results and eliminate high-risk false positives. Accenture will attempt identify security weaknesses in the following general areas:</p> <table border="1"> <tr> <td>• Operating Systems</td> <td>• Security PSPs/patches</td> <td>• Services—such as FTP, RPC, SMTP,</td> </tr> </table>	• Operating Systems	• Security PSPs/patches	• Services—such as FTP, RPC, SMTP,
• Operating Systems	• Security PSPs/patches	• Services—such as FTP, RPC, SMTP,			

		<ul style="list-style-type: none"> • Network devices • Databases • Web servers 	<ul style="list-style-type: none"> • Misconfigurations • Backdoors • Scripting abuses • Denial of service detection only 	<ul style="list-style-type: none"> SNMP, and remote administration • Peer-to-peer file sharing • General configuration
		<p>Overall, Accenture measures information assurance (IA)/Security success by the ability to obtain and maintain the required DTMB Authority to Operate without affecting production deployment or disrupting project efforts. The IA approach would be directed toward achieving DTMB goals derived from DTMB, State, and federal IA/Security requirements.</p>		
52.0	Contractor will be responsible for troubleshooting and resolving SAP issues that impact system performance or availability.	<p>After a performance issue has been identified, the Accenture team will analyze the issue to identify the root cause, monitor production performance impacts, and tune performance. Accenture will use its myWizard asset to support automated alert/event management integration, automated or assistive ticket analysis, assignment, and resolution, where possible. Accenture will provide recommendations for application performance improvement ranging from code or configuration changes to environment or database changes. After the recommendations have been approved by DTMB, Accenture will plan and implement changes in the development, test, and production environments.</p>		
53.0	Contractor BASIS Operations Lead will attend Bi-weekly meetings with the DTMB SAP Project Manager and DTMB Solution Architect to review system health, system issues, and recommend opportunities for improvements either in system performance or cost efficiency.			
54.0	Contractor will provide technical support to the State security team for implementing and maintaining user access roles across environments, as required.			
55.0	Contractor will be responsible for designing and implementing new SAP environments, as requested by the State.			

56.0	Contractor will be responsible for monitoring, updating and implementing interface connections for all environments, as needed.	
57.0	<p>Contractor BASIS will be responsible for supporting ancillary systems that impact SAP. Including:</p> <ul style="list-style-type: none"> • Troubleshooting and resolving TIDAL issues related to SAP. • Troubleshooting and resolution of DataPower issues as it relates to SAP. • Configuration of the Datapower Web Service engines used by SAP, Management of trusted certificates • Administration and monitoring of the IBM ICCSAP Connector and Inbound and Outbound Barcode Generation for Filenet 	<ul style="list-style-type: none"> •
58.0	<p>Contractor BASIS will be responsible for other general BASIS duties as required. Including:</p> <ul style="list-style-type: none"> • Write / Maintain Unix scripts (shell, perl, python) • Understand Unix / Linux Operating System • Help with Network troubleshooting • Configure SSL at all levels (SAP, Datapower, TIDAL, OS as needed) • Maintain Third Party Anti-Virus (e.g. Symantec) • Maintain awareness and understanding of SoM Network Architecture • Enterprise Monitoring (e.g. App Dynamics) configuration • Remediate System Security Issues in compliance with SOM published PSP's • Remediate Cyber Security issues (related to scans and SAP Security Notes) • Report all Cyber Security incidents to SOM in compliance with SOM published PSP's • Basis Architect (all of the above as secondary) • Request additional SAN (projecting) 	<p>Accenture services include optimization tools and automated processes to diagnose and remediate issues along with standard SAP BASIS service delivery activities. Key to Accenture's framework is its security optimization processes that focus on continuous monitoring to identify and mitigate cyber security incidents as they arise.</p>

	<ul style="list-style-type: none"> • Interface with Server Team / DBA / Cyber Security / Enterprise Architecture / multiple other SoM technical teams • Plan SAP Architecture (Planning Upgrades / enhancements) • Assist in Project Planning related to SAP • Ensuring that Security issues are remediated within a timely manner. • Implement / Monitor Change Management Plans (ChaRM) • Ensure all changes made to SAP systems are in alignment with the System Configuration strategy • Provide primary contact for third party applications (Virus Scanning, TIDAL, etc.). • Collaborate with DTMB to initiate firewall and other network requests and monitor for successful completion 	
59.0	Contractors must utilize the SAP Solution Manager ChaRM software for all configuration management activities. ChaRM has been developed to meet State of Michigan Configuration Management and MISAP requirements.	
60.0	State utilizes the following features of Solution Manager: ChaRM for configuration management, ITSM for Release Management and Ticket tracking, System Monitoring, DVM (Data Volume Management), CCM (Custom Code Management). Contractor Basis will be responsible for maintaining and implementing changes to keep these tools in compliance with State of Michigan change management policies and Treasury or DTMB process improvement initiatives. DTMB will be responsible for providing the requirements of such changes.	Accenture will review tool reduction opportunities within the agency to lower the Total Cost of Ownership (TCO) and simplify the technical infrastructure.

61.0	Contractor Basis will configure, maintain and distribute as requested, standard reports from the Solution Manager system tools.	Accenture will use myWizard, integrated with Solution Manager, to maintain and distribute standard reports provided by Solution Manager. These reports would be made available regularly and ad hoc to DTMB leadership. Additionally, the Accenture team would configure Accenture System Diagnostics, providing a more detailed customized view of the health of the DTMB SAP landscape. These reports include Volumetric Analysis, Process Maps, Customization Statistics, and Security Reports.
62.0	All BASIS personnel must have at least 3 years of previous BASIS experience and possess an in depth understanding of performing BASIS operations within a cloud hosted SAP HANA environment. Vendor is responsible for assembling a team that demonstrates proficiency in each technology and platform currently supported by DTMB BASIS. DTMB has the right to review resumes and interview and approve all BASIS personnel. All BASIS personnel and activities must be performed onshore.	
	Task 4. Integration Testing Services – See Note in Section 7: Services in Scope	
63.0	<p>The Contractor must complete all activities necessary to support the following testing and quality assurance processes:</p> <ul style="list-style-type: none"> • Requirements Analysis • Test Planning • Test case development • Data preparation and management • Integration testing • System testing • User acceptance testing • System performance and load testing • Regression testing 	<p>The State retains TCoE for all the system, integration, UAT, regression, usability/GUI testing, and automation test requirements needed in MIITAS. In Accenture's role as SAP Maintenance & Operations Support (M&O) provider, Accenture will perform requirements analysis, functional and technical design, development, unit test, and string test, and will work with TCoE to support subsequent (system, integration, UAT, Usability/GUI testing, regression, and automation) test activities.</p> <p>Accenture will collaborate to help the TCoE scope, plan, and execute test planning, test case development, data preparation and management, integration testing, system testing, UAT, system performance and load testing, and regression testing. Accenture will provide data management support, batch operational support, and defect resolution and unit/string testing. Where feasible, Accenture will create and</p>

		use test automation for high-frequency change and high-risk areas to accelerate our delivery and minimize delivery risk to DTMB.
64.0	The Contractor will be responsible, as assigned, to perform testing for MIITAS-related applications and functionality which were modified or introduced by DTMB staff, one of the MIITAS Contractors, or one of the MIITAS interface partners. Examples would include: web applications created by DTMB State staff which access MIITAS data; IVR or Seibel script modifications which impact MIITAS procedures, Data Warehouse extracts, etc.	The State to retain responsibility for System Integration Testing through the TCoE. Accenture will support the TCoE in the applicable test planning and test execution to verify MIITAS-related applications and functionality in situations included in this requirement. The Accenture team will collaborate with the TCoE and other teams—such as DTMB staff, other contractors, and interface partners—to assist in problem and defect resolution.
65.0	The Contractor must perform regression testing to assure that the new software causes no degradation or errors elsewhere in the system. The system testing function must be performed by staff independently of the programmer/analyst staff that performed unit and string testing. System Integration Testing consists of: <ul style="list-style-type: none"> • Integration testing • System testing, • System and Batch performance testing (if required by release) • Regression testing • Usability/GUI testing • User acceptance testing 	The State to retain responsibility for System Integration Testing. The Accenture team will support the TCoE in the planning and execution of regression testing. Accenture will work with the TCoE to provide BASIS and Application Development support for this important regression test activity. Additional team members will also be available to assist in troubleshooting problems or identifying resolution options, should such need arise.
66.0	The Contractor must use the HP ALM and Worksoft testing tools and scripts already owned or developed by the State. However, this does not preclude the Contractor from recommending and, upon DTMB approval, implementing supplemental alternative testing strategies. It is the desire of the State to maximize the use of automated testing tools and reduce the percentage of level of effort for testing vs. application development, without	Accenture recognizes the investment made and capabilities available with the current HP ALM and Worksoft testing tools, and agree with their use as part of the Accenture team's relevant test activities. Accenture will review release scope with the DTMB TCoE and Release Manager for automated test impact assessment during the Requirements Analysis and Solution Design phases. This would enable DTMB TCoE personnel to incorporate required changes before automated test usage in subsequent test phases.

	reducing the quality of code implemented in production.	<p>Accenture will also work with the DTMB quality assurance manager and the DTMB TCoE to identify and reuse relevant automated test scripts for each test phase.</p> <p>Accenture will coordinate with the DTMB TCoE to execute automated test cases for unit and string test, where appropriate. Accenture will use our DevOps asset to build a regression test suite leveraging standard SAP test capabilities (ABAP Unit) and Worksoft to enable continuous development and integration activities.</p> <p>The Accenture team will support the TCoE in determining if there are out-of-date scripts to be retired, or new scripts to be added, based upon system enhancements and approved changes.</p>
67.0	The Contractor's Quality Assurance Manager shall coordinate all the activities related to software testing and quality environments. This role requires experience in project management, software testing methodologies, and software development lifecycle methodologies. The QA manager is responsible for devising testing strategies for each type of testing (integration testing, system testing, regression testing, load and performance testing) , developing the testing schedule (as part of the overall project schedule), reporting the level of application readiness to the DTMB SAP Project Manager and leading process improvement initiatives.	Accenture will work closely with the DTMB Quality Assurance Manager and the DTMB TCoE to support System Integration Testing activities across planning and execution. Accenture will collaborate with the DTMB TCoE and Release Manager to provide suggested test scope based on the release and each component enhancement or break/fix scope.
68.0	Contractor staff will be responsible for executing and expanding upon the existing automated testing strategy in a manner that allows regression testing to be completely automated. This level of automation is to be maintained and updated for each release. (See Automation Maintenance documentation)	In providing support to the TCoE for System Integration Testing functions, the Accenture team will work with the DTMB Quality Assurance Manager and TCoE staff to meet the State's objective of expanding the level of automated regression testing.
69.0	Contractor is responsible for all batch processing requirements for the testing environments and	Accenture Batch Operations team will define, obtain approval, and execute a batch processing schedule in accordance with

	<p>must be coordinated with the appropriate DTMB, Contractor, and Treasury staff.</p>	<p>the release test plans. Accenture will use DTMB's batch scheduling tools and our Accenture assets to facilitate batch scheduling, execution, and monitoring. across environments.</p> <p>As part of release planning, Accenture will identify batch processing requirements associated with each release in coordination with the Release Manager and DTMB/Accenture/System Partner/DTMB Stakeholder Release team/ Accenture Batch Operations team will then define, review, obtain approval, execute, and monitor the Batch Operations Plan that supports the release data and test requirements.</p>
70.0	<p>The testing environments are established and maintained by Contractor's BASIS. The Contractor is responsible for proactively identifying data requirements and coordinating with Contractor's BASIS and the Release Management teams to schedule all necessary data refresh and build activities in advance of test execution.</p>	
71.0	<p>Contractor is responsible for all creation, maintenance and disposal of test data during a release cycle.</p>	
72.0	<p>MIITAS Development and QA environments do not currently contain production data for testing purposes. In order to facilitate User Acceptance or Performance testing, there may be a need to load the Pre-Production environment with Production data. Any identification of such a need will require the Contractor to work with the Office of Privacy and Security to file the appropriate paperwork with the IRS and coordinate with BASIS.</p>	
73.0	<p>Contractor test cases must include detailed description of testing scenarios and expected test results, a copy of all test data and input forms. Individual test scenarios must be documented and stored in the HP-ALM tool.</p>	

74.0	After performing the system integration test, the Contractor will present a Test Closure memo (SEM-607) that includes test results to the State and conduct a walkthrough of testing results.	
75.0	For emergency and minor releases, Contractor will utilize the State's express methodology and create a Quick Test Plan to document the test scenarios, test cases and overall strategy that will be used for testing each service request included within the release. The Contractor will review this plan with development and business personnel as required. At the conclusion of the execution of the Quick Test Plan, the Contractor will review the test results and perform demonstrations of new functionality, providing outputs (such as reports using actual test case data and results), simulating production case scenarios, and showing before and after images of databases to Treasury business personnel to obtain approval for promotion to production.	Accenture will create a complete and accurate test plan for unit and string test phases and validate and document the test results for those phases. Accenture will support the TCoE in the review of this test documentation for leverage within the Quick Test Plan, including considerations for demonstration of results and verification outputs.
76.0	Contractor must ensure system test results for each test scenario are documented and stored in the HP ALM tool.	Accenture will create and document in HP ALM a complete and accurate test plan for unit and string test phases, including the documentation of test results for those phases.
77.0	Contractor must create a defect report based on the deviation from expected results (according to functional and system design documents). The Contractor testing must report progress of the remediation of the defect logs that they created.	
78.0	For major enhancement and new development work, the Contractor will be responsible for timely and accurate completion of test conditions, test scenarios, test cases and other test case documentation or the State provided HP ALM tools to provide complete and accurate documentation of	

	all test results or as otherwise specified by the State's SEM.	
79.0	Before beginning the system integration test phase for major releases, the Contractor will present a system integration test plan to be reviewed and approved by the DTMB SAP Project Manager and any designees, such as functional (business) SMEs of the unit of work, as appropriate. The test plan will follow the SEM-603 format and include details on the tests to be performed on each individual piece of new or changed logic, defined entry and exit criteria and a schedule of testing activities to be completed.	Based on our Contract for the State to retain responsibility for System Integration Testing, the Accenture team will support the TCoE in the test planning for major releases.
80.0	The Contractor will implement user acceptance testing for all development efforts or as determined by the DTMB-SAP project manager. User acceptance testing shall be a required phase for the release of applications developed through the baseline application maintenance and support and the SOW process and all change requests unless waived by the DTMB SAP project manager.	Based on our Contract for the State to retain responsibility for System Integration Testing, the Accenture team would support the TCoE in planning and execution of UAT, where such testing is determined by the DTMB SAP Project Manager. Accenture will collaborate with the TCoE to support UAT planning, including considerations of tester training, in preparation for UAT execution and go-live. Accenture will provide support to TCoE personnel for questions and test results investigation (where needed).
81.0	User Acceptance Test Plan will be created by the Contractor, in conjunction with Treasury's assigned functional SME or Business Liaison. The test plan will follow the SEM-603 format and include: <ul style="list-style-type: none"> • UAT schedule, including timeframes for delivery of code and the State's acceptance process • Identification of the Treasury users who will be involved in the testing • A training and orientation schedule (as necessary) for these identified users 	Based on our Contract for the State to retain responsibility for System Integration Testing, the Accenture team would support the TCoE in UAT planning, where such test is determined by the DTMB SAP Project Manager. The Accenture Functional and Application Development teams will serve as subject-matter experts (SMEs) related to the associated release scope. The Accenture BASIS team would assist in relation to the environment needs to support UAT preparation and execution.

	<ul style="list-style-type: none"> • Definition of the UAT scripts, to include: <ul style="list-style-type: none"> ○ Online tests and validation criteria ○ Batch tests and validation criteria <p>Defined UAT Entry and Exit criteria, based on the written definitions identified during the requirements phase for the system change.</p>	
82.0	<p>The User Acceptance Test Plan, scripts and scenarios will be provided for the State's final review and approval at least 10 business days prior to the start of the UAT period or according to the release planning protocol. Generally, the time period allocated to UAT is a minimum of 5 business days. However, the duration of UAT for each application release will be determined jointly by the Contractor and the State, and will depend on the scope and complexity of the software changes being introduced.</p>	<p>Based on our Contract for the State to retain responsibility for System Integration Testing, the Accenture team would support the TCoE in UAT planning, where such testing is determined by the DTMB SAP Project Manager.</p> <p>The Accenture Functional and Application Development teams will serve as SMEs related to the associated release scope. The team will support the TCoE in their test planning efforts.</p>
83.0	<p>During the UAT phase, the Contractor must plan, conduct, and report on acceptance testing to demonstrate that all requirements are met. The Contractor must conduct acceptance testing in a test environment that duplicates the operational environment to the greatest extent possible. The Contractor must confirm that acceptance tests have been planned for all requirements by tracing the requirements to the planned acceptance tests. The State may identify additional tests during review of acceptance test planning to ensure that the acceptance tests are robust and complete. The Contractor must develop test scripts for any tests added by the State. Acceptance testing will be conducted by joint test teams consisting of Contractor personnel, Treasury and DTMB</p>	<p>Based on our Contract for the State to retain responsibility for System Integration Testing, the Accenture team would support the TCoE to achieve the expectations of the acceptance test. The Accenture BASIS team would work with the TCoE to establish an SAP environment that represents the duplicates the operational environment to the greatest extent possible. The Accenture team will also assist the TCoE with questions regarding requirements traceability and association to test scenarios.</p>

	designated staff with background appropriate to the software modules being tested.	
84.0	The Contractor must record all defects identified during UAT in the HP-ALM tool for defect tracking.	Based on our Contract for the State to retain responsibility for System Integration Testing, the Accenture team would support the TCoE in UAT defect management. Accenture will fix approved UAT defects and record defect progression and problem resolution details in HP ALM.
85.0	The Contractor must not consider any acceptance test case complete until the State representatives of the joint test team concur and provide written sign-off. The Contractor will refer any disagreements within the joint test team regarding test case completion or test case success to the DTMB SAP project manager and the designated Treasury system liaison for resolution.	The Accenture team will participate in the acceptance test case review process as determined by the TCoE. Accenture will support review acceptance test results with the DTMB SAP Project Manager and the TCoE. Accenture will support the TCoE regarding sign-off processes in accordance with the test plan guidelines. The Accenture team will support discussions related to test case completion, as requested by the TCoE and the DTMB SAP Project Manager.
86.0	Following any software change or test script change made during the acceptance testing period, the Contractor must perform a regression analysis of tests already executed to determine which test results may have been affected by the change and need to be re-executed.	Based on our Contract for the State to retain responsibility for System Integration Testing, the Accenture team would support the TCoE in its regression analysis related to software changes during acceptance test.
87.0	The Contractor is responsible for developing systems performance plans, if required.	The State to retain responsibility for System Integration Testing, the Accenture team will support the TCoE in the analysis related to systems performance planning, including considerations for technical testing. Accenture will work with DTMB to develop performance test strategy and plans. If issues are identified, Accenture would recommend mitigating actions to resolve the issue that may include code modifications (such as revise HANA query or update logic) or environment updates (such as adding indexes or re-organizing tables).
88.0	The Contractor is responsible for reporting the test status for each phase in the test cycle.	

89.0	<p>For each test phase, the contractor is responsible for producing daily reports indicating the progress of test execution and defect density. At a minimum, these reports will include:</p> <ul style="list-style-type: none"> -Test Cases Planned -Test Cases Executed -Test Cases Passed -Number of total defects by release, criticality, status, tax type and process function -Defect aging details -Reports should include all historical test cycles within the release to show quality trends. 	<p>The State to retain responsibility for System Integration Testing, the Accenture team will support the TCoE to provide the daily progress reports. During System Integration Testing, the Accenture team will work with the TCoE in each phase for appropriate defect status reporting, including aging and resolution details.</p>
90.0	<p>The Quality Assurance Manager will meet with the DTMB SAP Project Manager bi-weekly to discuss quality issues and process improvements that could be initiated to improve quality throughout the project lifecycle.</p>	<p>The State will retain responsibility for System Integration Testing, the Accenture team will support the TCoE and Quality Assurance Manager in meetings with DTMB SAP Project Manager, as needed.</p>
91.0	<p>If the State is responsible for providing integration testing services, the Contractor's responsibility will be to ensure that all programming modifications are appropriately unit tested and string tested before being migrated to system test. During this task the Contractor must validate that the program(s) that have passed unit testing and string testing performed during baseline application maintenance and support will perform without error when integrated with MIITAS. The Contractor will also validate that the new business functions introduced via the development process are performing as specified. Defects found in System Integration Test or User Acceptance Test, which</p>	<p>The State will retain responsibility for System Integration Testing, Accenture will be responsibility to fix defects found in System Integration Test or UAT that are directly attributable to a requirement or specification being missed during development and not reported in the String Test handoff meeting to the Integration Test team, as warranty items.</p>

	are directly attributable to a requirement or specification being missed during development and was not reported in the String Test hand off meeting to the Integration Test team, whether accepted for deployment without correction by the State, will be considered Warranty items.	
92.0	If Contractor is responsible for providing integration testing services, defects found in User Acceptance Testing (UAT), which are directly attributable to a documented but missed requirement, or a design flaw related to a documented and traceable requirement, and were not discovered in unit, string or system test, whether or not accepted for deployment without correction by the State, will be considered Warranty items.	The State will retain responsibility for System Integration Testing, Accenture acknowledged business specification 98. The Accenture team will work with the TCoE to adjudicate UAT defects.
93.0	Contractor must maintain the following key personnel related to testing services: Quality Assurance Manager. All proposed key personnel will be reviewed by DTMB and Treasury and approved.	The State to retain responsibility for System Integration Testing, Accenture will not be providing a key personnel resource for Quality Assurance Manager.
	Task 5. Batch and Operations Support – See Note in Section 7: Services in Scope	
94.0	The Contractor will provide appropriate technical expertise on-site during business hours to address issues which cannot be resolved by the Contractor BASIS. Contractor must maintain the following key personnel related to batch and interface services: Batch Operations Lead. All proposed key personnel will be reviewed by DTMB and Treasury and approved.	<p>Accenture will provide for DTMB the onsite technical personnel during business hours. Accenture will provide 24/7 batch on-call support for manual monitoring (where and when needed) and issue escalation, coordination, status reporting, analysis, and remediation.</p> <ul style="list-style-type: none"> • Accenture will staff a Batch Operations Lead to lead our Batch Operations team—including local support, service management, and governance for this team. • For all key personnel, DTMB and Treasury can review and approve Accenture personnel before they are assigned to the engagement.
95.0	The Contractor will provide all support to interfacing agencies in resolution of issues that arise.	

96.0	<p>The Contractor will provide batch run support for all QA activities.</p>	<p>Accenture will provide batch run support for QA activities, including integration testing and UAT, using the methods detailed in Exhibit A – Project Scope, 7. Services in Scope, Batch and Interface Support.</p> <p>Accenture’s Batch Operations team will provide 24/7 support for batch operations in production and support batch test scheduling, execution, and operational monitoring activities in the test and development environments.</p>
97.0	<p>Contractor must fully support and maintain all critical interfaces and application integration processes . These include, but are not limited to :</p> <p>Integration between the MIITAS SAP production environment, the State’s Data Warehouse</p> <p>Interfaces with the State’s SIGMA System, Treasury Collection Systems (MARCS/STAR) and Treasury Individual Income Tax Systems</p> <p>Integration with ancillary applications, including Integrated Voice Response, Seibel, Postal Address Cleansing and Verification, Print and Mailing Services, PayConnexions, E-file authorities,</p> <p>Interface with the public-facing interactive website and user-facing intranet website MTO.</p> <p>**More information on interfaces is available in the supporting document.</p>	<p>Accenture will fully support and maintain critical interfaces and application integration processes using the methods we detail in Exhibit A – Project Scope, 7. Services in Scope, Batch and Interface Support. They include:</p> <ul style="list-style-type: none"> • Integration between the MIITAS SAP production environment and the State’s Data Warehouse • Interfaces with the State’s SIGMA System, Treasury Collection Systems (MARCS/STAR), and Treasury Individual Income Tax Systems • Integration with ancillary applications, including Integrated Voice Response, Seibel, Postal Address Cleansing and Verification, Print and Mailing Services, PayConnexions, and E-file authorities • Interface with the public-facing interactive website and user-facing intranet website MTO • Other interfaces in scope for the engagement <p>Accenture will coordinate with the interfacing agencies to fix issues.</p>
98.0	<p>The Contractor will provide detail instructions (including a “Batch Run Book”) for batch execution. Execution of the batch schedule is the responsibility of the DTMB and/or Treasury. Contractor must fully support DTMB and Treasury in resolving issues related to batch runs.</p>	<p>Accenture will define, build, and manage the detailed instructions for batch execution including a Batch Run Book according to SAP batch-related leading practices and DTMB’s specific batch requirements. This will include batch execution and operations architecture requirements and activities— routine procedures and operations that need to be executed. Accenture will also describe procedures for handling special requests and contingencies. DTMB and Treasury can use the Batch Run Book as a reference.</p>

		<p>Accenture will integrate its ATR with batch management events and its knowledge base to support assisted and automated batch issue triage, assignment, and resolution.</p> <p>Accenture's assets capture resolutions and root causes for repetitive incidents or problems and:</p> <ul style="list-style-type: none"> • Helps resolve similar and repetitive incidents enabling quicker resolution, better turnaround time, and improved customer satisfaction. • Provides self-help documents for batch analysts to resolve issues at the entry stage and reduce the incident in-flow. • Offers a structured way of storing the knowledge artifacts.
99.0	The Contractor will be responsible for monitoring batch performance for anomalies as well as providing tuning and performance improvements.	<p>Using automated tools, Accenture will monitor batch performance continuously and provide tuning and performance improvements by coordinating the identification, prioritization, analysis, and implementation of improvements. Accenture will incorporate batch performance leading practices from our experience at DLA and other large, complex batch solutions into DTMB's Development Standards. This includes guidelines for data selection and updates, memory management, I/O utilization, CPU utilization, and program logic.</p> <p>Accenture will use its System Diagnostics and myWizard Dashboards to analyze system health, system issues, trends, and predictive analytics. Accenture will identify opportunities for improvement based on our automated predictive analytics.</p>
100.0	The Contractor will assist DTMB with stability and performance improvement efforts and will be responsible for recommending improvements that will enhance batch functionality.	<p>Accenture will use its automated assets, Batch Analysis Triage Job Aid, standard SAP capabilities, and manual batch performance assessment activities to assist DTMB with stability and performance improvement efforts. Accenture will be responsible for recommending improvements that would enhance batch functions by identifying issues and risks. Performance improvement activities include the following:</p> <ul style="list-style-type: none"> • Baseline creation and analysis of batch performance metrics including average, mean, and historical successful and error run times

		<ul style="list-style-type: none"> • Definition of performance monitoring and alerting requirements • Performance profiling of key application components • Proactive monitoring of applications in production • Activation of alerts after exceeding performance thresholds • Determining performance bottlenecks • RCA of poorly performing applications • Recommendations to improve performance and enhance batch functions
101.0	Contractor will be responsible for installing, maintaining, updating and upgrading all batch scheduling tools.	<p>Accenture will be responsible for installing, maintaining, updating, and upgrading the batch scheduling tools according to leading industry standards.</p> <p>Accenture understands Tidal and SAP batch scheduling capabilities and integration. We provided stable, low-maintenance batch management support at many SAP implementations including DLA, where we have more than 13,000 batch jobs.</p> <p>Accenture will coordinate batch scheduling tool changes and required regression testing with DTMB leadership and DTMB integration test personnel. Accenture will schedule batch scheduling tool updates outside of batch windows to minimize impact and validate. We also advocate a transition from Tidal to a new scheduling package as a potential future enhancement.</p> <p>Batch tool capability documentation will be captured along with batch scheduling documentation. Accenture will conduct training for batch tool changes and coordinate batch tool and schedule documentation reviews with DTMB leadership, impacted system partners, and impacted stakeholders, where appropriate.</p>
102.0	The Contractor will maintain and revise as necessary Batch and Interface Job Documentation. For this deliverable, the Contractor must maintain system and subsystem job streams identifying programs, inputs and outputs, controls, job streams, job control language, operating procedures, error correction procedures, error and recovery procedures, estimated run times,	Accenture will create, maintain, and revise as necessary Batch and Interface Job Documentation and include it in system designs, operational readiness plans, and/or batch operations documentation. Accenture will implement our Accenture and standard SAP assets to support automated job monitoring and analysis besides manual batch analysis of individual jobs, job streams, batch execution across each

	<p>file size, storage requirements and average control counts, list of input, output, and intermediate files with job, procedure, and program origination and destination, file specifications, record layouts and descriptions, listings and description of each control report. This documentation may be included in System designs, Operational Readiness Plans, and/or Batch Operations Documentation, as appropriate.</p>	<p>application component, and the overall batch load across all system resources. Based on this analysis, Accenture will create a comprehensive runbook based on analyzing and documenting actual execution timeframes, input and output parameters and files, impacted direct and indirect system partners, impacted direct and indirect stakeholders, dependencies, issues, remediation actions, performance, alert thresholds, and system resource utilization.</p> <p>The deliverable includes system and subsystem job streams identifying programs, inputs and outputs, controls, job streams, job control language, operating procedures, error correction procedures, error and recovery procedures, estimated run times, file size, storage requirements and average control counts, list of input, output, and intermediate files with job, procedure, and program origination and destination, file specifications, record layouts and descriptions, listings, and description of each control report.</p> <p>The deliverable also includes the relations, interfaces, and dependencies of the applications, known common errors, agreed SLAs, SMEs, and key contacts.</p> <p>The documentation would include procedures required to operate the system throughout the batch processing cycle.</p>
103.0	<p>Current batch and interface processing requires active monitoring by DTMB and contractor operations staff. The State desires to continuously improve the stability, reliability, and predictability of batch and interface processing to the greatest extent possible. One measure of such stability is the completion of batch processing in an unattended mode without error. The Contractor must be able to make recommendations to maintain and improve batch stability to run in a fully automated, unattended mode.</p>	<p>Accenture will continuously improve the stability, reliability, and predictability of DTMB batch and interface processing. Accenture will make recommendations to maintain and improve batch stability to run in a fully automated, unattended mode. Our automation solutions span proprietary automation platforms to market-leading tools. Accenture has more than 15,000 automation experts who can help with the following activities:</p> <ul style="list-style-type: none"> • Recommendations, setup, and customization of industry-standard performance monitoring and automation tools • Accenture and SAP tools that support automated batch monitoring, event management, and resolution • Extensive experience with custom-developed monitoring and automation solutions to fill gaps in industry toolsets, where needed

		<ul style="list-style-type: none"> • Activation and automatic resolution of alerts after exceeding performance thresholds or batch job failure using Accenture assets • Extensive batch analysis and management experience to quickly identify batch dependencies, stabilization issues, error handling, restart/recovery procedures, and runbook leading practices • Accenture successfully supports more than 13,000 batch jobs at DLA with a comprehensive runbook with error and escalation procedures, automated monitoring and alerts, and 24/7 operational support processes.
104.0	Task 6: Knowledge Transfer	
105.0	<p>The State retains the right to assume or reassign selected functions and job responsibilities for all tasks and activities as outlined in this Contract and the resulting Contract to State classified positions or other contracted staff.</p> <p>Under this task, the Contractor will complete all activities necessary to support and affect a knowledge transfer from contract staff to identified staff:</p> <ul style="list-style-type: none"> -Management oversight -On-the-job training via job shadowing and mentoring -Skills transfer -Review & update System documentation -Classroom training 	<p>For KT execution, Accenture will incorporate our structured Agile KT approach. This encompasses aspects across learning, transferring knowledge, and enhancing by demonstrating:</p> <ul style="list-style-type: none"> • During foundation learning, the knowledge recipients (KRs) would be building overall understanding of the application fundamentals. We would conduct detailed sessions with SMEs with common themes, functional and technical presentations, transversal business processes, and coding standards. The KRs would learn through self-study and create session-understanding documents that would be captured in the repository. • With discover and simulate, KRs would observe and learn from SMEs. They would build the knowledge associated with aspects required to support the application(s) and practically demonstrate what they learned. The KRs learn the Michigan Business Tax Processing, batch processes, interfaces, application and database design, cloud hosting environments, application code and configuration management, and process walkthroughs. They would see historical and live tickets and validate their domain-level knowledge.

		<ul style="list-style-type: none"> The KR evaluations and service readiness checks happen periodically to confirm progress of KT as per plan. After the service readiness criteria are met, the service commencement happens with trained KRs.
106.0	At the request of the State the Contractor will support the ongoing operation of the SAP technology environment (including all services in scope within this Contract) during the Contract term by training State staff in the development, testing, maintenance or related support functions. The Contractor will also provide assistance to Treasury Staff, DTMB developers, testers and business analysts by providing “over the shoulder” assistance and training when requested by the DTMB SAP Project Manager.	<p>Accenture recommends the State extend relevant training activities and direct assistance for different groups of stakeholders including the technical staff, Treasury staff, DTMB developers, testers, and business analysts.</p> <ul style="list-style-type: none"> The service delivery workforce has critical knowledge to build the skills necessary for maximizing business performance in supporting the application. <p>Accenture would lead the planning, preparation, and delivery of comprehensive training. We would work with the State throughout the training development and delivery process.</p> <p>Our training approach provides the right training content to the right audiences at the right times, using a blend of delivery methods that are the most effective for each audience. We would work with you to implement an integrated learning program that considers individual and organization needs at different stages throughout the engagement.</p>
107.0	Training will be provided by Contractor’s staff that are engaged and on-site under this contract, with responsibilities re-directed to this effort. Should additional training be required, at the State’s discretion, above and beyond that which can be provided by Contractor’s on site staff, the State may use the SOW process to secure additional training from the Contractor.	Accenture will provide the required training within the scope of the Contract through our onsite staff. The State may use the SOW process to secure additional training. We would work with you to evaluate potential training needs to determine additional training required for impacted audiences. The approach includes determining impacted audience learning needs, defining training curriculums to address those needs, and developing the training and KT plan.
108.0	Task 7: Enhancements	
109.0	The Contractor will provide for a reserve bank of 10,000 hours, at fully loaded labor rates, per year to provide for work in addition to base maintenance to meet additional program needs.	<ul style="list-style-type: none">

	<p>Additional needs may include:</p> <ul style="list-style-type: none"> -Addressing new legislation, policy, or program strategic initiatives, -Improving system usability for workers, -Improving overall functional & technical performance, and/or -New technologies (supportive or replacement). 	
110.0	<p>During the term of the Contract, the State and Contractor will authorize Statements of Work (SOW) which may be either fixed price for a specific unit of work, or time and materials for a set period of staff augmentation.</p>	
111.0	<p>For Time & Materials (staff augmentation) SOWs, Contractor's response will include the required positions, time frames and the associated rates listed in the associated Rate Card.</p>	
112.0	<p>For fixed price SOWs, Contractor's response will include work efforts required to complete the SOW utilizing the rates listed in the associated rate card and a schedule for expected delivery and release date.</p>	
113.0	<p>Contractor will provide a mechanism for expedited procurement of staff to meet a need for immediate replacement or for mission critical services. Contractor is required to provide a minimum of three resumes for 95% of requests within the required time frame of five (5) days from time of issuance within a given month. The State has the right to impose a monetary penalty of up to 1% of previous month's invoice total if this requirement is not met. By mutual agreement between the State and the Contractor, complex requests may allow for a longer response time.</p>	
114.0	<p>Contractor will ensure that the staff proposed for this assignment are fully trained and meet the skill</p>	<p>Accenture's training will include:</p> <ul style="list-style-type: none"> • DTMB-Specific

	<p>set requirements of the job position being filled. The State makes changes to its technical architectures from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the contractor are responsible for training in the new or changed technology (e.g., contractor personnel needs training in a particular tool in order to perform their State assignment.) or providing new resources who are trained in the new tool, at the State's discretion. Contractor or the assigned contract staff may elect to pay for the training necessary to continue working on the assignment. The cost of the course, including any travel expenses, and the training hours will not be billable to the State.</p>	<ul style="list-style-type: none"> • General introduction to DTMB's policies, history, mission, vision, and culture • Overview of the current DTMB business and organizational structure • Typical equipment and software for authorized users • Network orientation and data protection (backup and security) • Network log-on/off and general security procedures • Internet and intranet access • Accessing applications and communications • Help desk procedures and contact information • Remote dial-up procedures (if applicable) <ul style="list-style-type: none"> – Project-Specific • Program strategic guidelines to validate that the work is aligned with the global initiative • Team organizational structure in DTMB and Accenture • DTMB functional users, departments, and areas involved in this work • Project objectives, phases, and main activities' work plan • Specific project tools and applications • Roles and responsibilities • Expected deliverables to be generated by the employee • Project standards, processes, job aids, templates, and checklists • Specific assigned solution scope and documentation assigned to the individual
115.0	<p>Contractor may not remove or reassign critical staff to other contracts unless mutually agreed upon by the State and the contractor. If staff is removed without compliance the State has the right to</p>	

	impose a monetary penalty of up to 1% of the previous month's invoice total.	
116.0	Contractor is responsible for providing a 30-day written notice to the State in addition to a plan for transitioning to a new resource including knowledge transfer in the event an individual is terminated or voluntarily withdrawn from an assignment. The State will not reimburse the contractor for both the departing resource and the incoming resource during the transition period. The State can request the contractor replace the individual with an individual of equal or greater qualifications.	
117.0	Contractor staff will be subject to the rules, regulations, and policies of DTMB and the Michigan Department of Civil Service.	

STATE OF MICHIGAN

Contract No. 171-190000001389
SAP Maintenance & Operations Support

Schedule A: Exhibit 1 - PRICING

Pricing includes all costs for the implementation, licensing, and ongoing support and maintenance of the Solution.

- Support and Maintenance. Items 1-4 include annual costs for 3 contract base years with 7, 1 year options for ongoing support and maintenance outlined in the Statement of Work.
- Enhancements. Item 5 is the estimated annual costs for enhancements (yearly estimate of 10,000 hours) covering 3 contract base years with 7, 1 year options. Any enhancement will require a new SOW and Change Notice to the contract. The actual cost will be based on fixed hourly rates defined in the Rate Card below.

Deliverables	Base Years			Option Years						
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1. Vendor Transition	\$1,275,485*	-	-	-	-	-	-	-	-	-
2. SAP Baseline Maintenance and Support	\$4,464,408	\$5,220,222	\$4,996,754	\$4,996,754	\$4,996,754	\$4,996,754	\$4,996,754	\$4,996,754	\$4,996,754	\$4,996,754
3. SAP BASIS Support	-	-	-	-	\$396,517	\$699,345	\$1,212,729	\$1,212,729	\$1,212,729	\$1,212,729
4. SAP Batch Operations and Support	\$374,715	\$389,046	\$298,446	\$298,446	\$298,446	\$298,446	298,446	\$298,446	\$298,446	\$298,446

Base Contract Total	\$6,114,608	\$5,609,268	\$5,295,200	\$5,295,200	\$5,691,717	\$5,994,545	\$6,507,929	\$6,507,929	\$6,507,929	\$6,507,929
5. Enhancements requiring a SOW (est.)	\$1,083,408	\$1,083,408	\$1,083,408	\$1,083,408	\$1,083,408	\$1,083,408	\$1,083,408	\$1,083,408	\$1,083,408	\$1,083,408
Total with Enhancements	\$7,198,016	\$6,692,676	\$6,378,608	\$6,378,608	\$6,775,125	\$7,077,953	\$7,591,337	\$7,591,337	\$7,591,337	\$7,591,337

*3 months of Vendor Transition

Notes:

1. All cost figures in items 1-4 are a fixed fee amount.
2. For Enhancements (item 5), actual amounts paid by the State will be Time and Materials fixed unit cost based on the hourly rates below and actual hours worked. Any Enhancement will require a Statement of Work (SOW) and Contract Change Notice. The parties acknowledge that they may enter into subsequent Statements of Work in order to initiate related projects, based on the rates specified in the Contract.
 - a. The rate cards will be used for Statements of Work (SOW).
 - b. The rate cards will be used for minor enhancements that exceed the pool of 400 hours per month.
 - c. The rate cards will be used for any additional staff that the State may require during the contract term that is not included as part of baseline maintenance and support.
 - d. Additional roles/rates that are not in the rate card will be developed and approved in collaboration with the State.
 - e. The Statement of Work (item #5) is priced based on 10,000 hours per year and the pyramid proposed for the SOW work and the corresponding rate card. If there is any change to the pyramid or additional hours of SOW work, Accenture and the State will develop and discuss a strategy and price to address this.
 - f. Accenture's rate card for onshore onsite resources assumes 60 percent onsite and 40 percent offsite support.
3. The Rate Card pricing below is locked in for the Base Years (1-3) of the contract. After the Base Years of the contract, all Hourly Rates below may not increase more than the previous year's Consumer Price Index (CPI) or 3%, whichever is lower.
4. The State will not pay for any travel expenses, including but not limited to hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.
5. The State will not pay for any overtime.
6. Costs include all applicable taxes.
7. Billing will be submitted monthly. For Enhancements, joint review of the timesheets entered by the Contract Employees must be made before approval of monthly invoices.
8. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; and (g) total price.

Rate Card

Personnel	Onshore Onsite	Onshore Remote	Offshore Remote
SAP Development Manager/Delivery Lead	\$289	\$250	\$98
SAP Sr Business Analyst	\$229	\$191	\$49
SAP Jr Business Analyst	\$207	\$169	\$49
Basis Lead	\$205	\$167	NA
Basis Sr Specialist	\$186	\$149	NA
Basis Specialist	\$171	\$134	NA
Batch Lead	\$198	\$160	NA
SAP Batch Support Specialist	\$186	\$149	NA
SAP Technical Lead Architect/ABAP Lead	\$211	\$173	\$61
ABAP Sr Developer/BRF+	\$186	\$148	\$53
SAP ABAP Developer	\$155	\$117	\$38
SAP Business Warehouse Architect	\$186	\$149	\$54
SAP Sr BW Developer	\$186	\$148	\$53
SAP BW Developer	\$155	\$117	\$38
SAP Sr Fiori Developer	\$186	\$148	\$53
SAP Fiori Developer	\$155	\$117	\$38
UI Sr Developer	\$186	\$148	\$51
UI Developer	\$155	\$117	\$38
JAVA Sr Developer	\$167	\$131	\$51
JAVA Developer	\$143	\$104	\$38
SAP Sr Test Analyst	\$178	\$140	\$36
Test Jr Analyst	\$105	\$66	\$14

Training Lead	\$184	\$146	\$59
Training Content Developer	\$147	\$109	\$45
Agile Delivery Lead	\$201	\$163	\$67
Quality Assurance Manager	\$201	\$163	\$66
Trainer	\$159	\$121	\$46

STATE OF MICHIGAN

Contract No. 171-190000001389
SAP Maintenance & Operations Support

Schedule B: SERVICE LEVEL AGREEMENT

Response and Resolution times will be measured from the time Contractor receives a new 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 Issue/Error that prompted that Support Request and that the State has confirmed such correction and its acceptance through a traceable means. 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 Issue/Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Issue/Error and consultation with the State:

Severity Level of Issue/Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
1	<p>Business Critical or Critical Operations Failures: An Issue/Error that:</p> <p>(a) materially affects the operations of the State's business.</p> <p>(b) prevents necessary work from being done; or</p> <p>(c) disables or materially impairs (i) any major function of the Software or (ii) the State's use of any major function of the Software.</p> <p style="text-align: center;">- or -</p> <p>A system outage or operational issue that</p>	<p>Contractor shall acknowledge ticket within 30 minutes.</p> <p>Contractor shall begin communications within 90 minutes of the issue being identified. The Contractor will communication status every 120 minutes until the issue has been resolved unless the DTMB SAP Project Manager has approved additional time for status updates.</p>	<p>Issues must be resolved as soon as is practical.</p> <p>Tickets requiring code changes should be resolved no later than 48 hours after Contractor's receipt of the Support Request. These must be diagnosed, and an action plan must be shared within 24 hours from the time that the problem occurs unless the DTMB SAP Project Manager has approved additional time for corrective action.</p> <p>Batch issues that are critical for processing must be fixed and the batch cycles must be completed before the time the system is scheduled to be available on-line or as mutually agreed with the State.</p>

	<p>resulting in critical system impairment.</p>		<p>Operational or system issues and that are the direct responsibility of the Contractor should be resolved within 120 minutes or as mutually agreed with the State.</p> <p>If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the severity level assessment will be reduced to a Severity Level of Issue/Error 2.</p>
<p>2</p>	<p>System Defect with Work-around or impaired system performance:</p> <p>(a) a Severity Level 1 Issue/Error for which the State has received, within the Resolution time for Severity Level 1 Issue/Errors, a work-around that the State has accepted in writing; or</p> <p>(b) an Issue/Error, other than a Severity Level 1 Issue/Error, that affects operations of the State's business</p> <p>- or -</p> <p>A system or operational issue that results in a non-critical system impairment.</p>	<p>Contractor shall acknowledge ticket within 30 minutes or, where applicable, the State's written acceptance of a Severity Level 1 Issue/Error work-around, within two (2) hours.</p>	<p>Contractor shall Resolve the ticket as soon as is practical.</p> <p>Tickets requiring code changes should be resolved no later than five (5) Business Days after Contractor's receipt of the Support Request or, where applicable, the State's written acceptance of a Severity Level 1 Issue/Error work-around, or in the nearest release after 5 days.</p> <p>Operational or system issues and that are the direct responsibility of the Contractor should be resolved within 24 hours or as mutually agreed with the State.</p>

<p>3</p>	<p>Minor Issue/Error:</p> <p>An isolated or minor Issue/Error in the Software that meets each of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions;</p> <p>(c) does not materially affect the State's use of the Software; and</p> <p>(d) has no or no more than a minuscule effect on the operations of the State's business.</p>	<p>Contractor shall acknowledge receipt of the Ticket within one (1) Business Day.</p>	<p>Contractor shall Resolve the ticket as soon as practical. Issues requiring code changes should be resolved within twenty (20) Business Days after Contractor's receipt of the Support Request, or in the nearest release after 20 days.</p>
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1. Contractor must maintain 99.8% uptime of availability of systems or areas that the Contractor is responsible for maintaining. Issues with hosting sites or other areas outside of the Contractor's control that cause unplanned downtime will not be held against the Contractor.

2. If the Contractor assumes the Integration Testing functions, contractor must maintain < 5% defect leakage rate into production. Release quality rate is determined by dividing the amount of objects successfully implemented by the number of objects configured or modified within a release.

3. Contractor must ensure the integrity of code moved to production. Contractor is responsible for ensuring that all appropriate approvals have been obtained prior to moving changes to production. Contractor must ensure that all code moved to production is the same version as the code that was verified and approved.

4. Commencing immediately after the completion of the transition, there will be a 6 month "grace period" where the parties will measure performance against each SLA, and will discuss reasonable adjustment to the Contractor's team composition. SLA penalties will not be assessed during this 6 month period.

5. Contractor will not be responsible for any Service Level default that is attributable to:

(a) the State's (or the State's third-party vendor's) failure to perform any of its responsibilities set forth in the Contract or the SOW or acts, errors, omissions, or breaches of the Contract or the SOW on the part of the State (or the State's third-party vendor(s));

(b) infringement of third-party proprietary rights by the State or any of the State's third-party vendors;

(c) willful misconduct or violations of law by the State or any of the State's third-party vendors;

(d) service or resource reductions requested or approved by the State and agreed to by the Parties through the Change Control Procedures; provided that Contractor previously notified the State in writing that the implementation of such request would result in a Service Level default;

(e) any Force Majeure event in which the Services are performed during the execution of the Business Continuity Plan, the execution of which is in support of a Business Continuity Disruption or disaster declared in accordance with the Contract;

STATE OF MICHIGAN

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SAP Maintenance & Operations Support

Schedule B: 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 Issue/Error did not result from a State Cause.

Severity Level of Issue/Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
1	An amount equal to 2% of the then current monthly Support Fee for each Business Day by which Contractor's response exceeds the required response time.	An amount equal to 5% of the then current monthly Support Fee for each Business Day by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
2	An amount equal to 1% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Level 2 response time.	An amount equal to 5% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
3	No Service Credits are Available for Severity Level 3 response time Service Level Failures.	An amount equal to 2% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.

1. For each occurrence with in a 30-day period where the system uptime is not met, 1% of the vendor's monthly invoice will be reduced.

2. If the quality rate for a release falls below 95%, 1% of the vendor's following monthly invoice will be reduced for each percentage point below 95% that the rate falls.
3. For each occurrence that results in the inappropriate moving of code to production will result in a \$50,000 fine to the vendor. Two or more occurrences could result in the termination of the contract by the State.
4. In no event will the aggregated service credit/ reductions/ fines for any month exceed 12%of the applicable monthly Support Fee. In the event that more than one service credit/reduction/fine is triggered by a single default, only a single service credit would apply based on the State's discretion.

STATE OF MICHIGAN

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SAP Maintenance & Operations Support

Schedule D: Data Security Requirements

1. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("Contractor Security Officer"). The Contractor Security Officer will be considered Key Personnel under the Contract.
2. Protection of the State's Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:
 - 2.1. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its handling of the State's Confidential Information within the State's systems, or with providing the Services as set forth in the Statement of Work, that comply with the requirements of the State's data security policies as set forth in the Contract, and such policies are consistent with applicable controls found in FISMA and the NIST Special Publication 800.53 (most recent version) MOD Controls;
 - 2.2. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that provide a level of security appropriate to the risks presented by the handling of the State's Confidential Information within the State's systems, or with providing the Services as set forth in the Statement of Work, and the nature of such Confidential Information, consistent with industry practice and federal data security standards;
 - 2.3. take all reasonable measures to:
 - (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
 - (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;
 - 2.4. ensure that State Data is encrypted in transit and at rest using AES 256 bit or higher encryption;
 - 2.5. to the extent that the Contractor can impact data encryption, ensure that State Data is encrypted in transit and at rest using currently certified encryption modules in accordance with FIPS PUB 140-2 (as amended). Security Requirements for Cryptographic Modules;

2.6. ensure the Hosted Services have FIPS/NIST compliant multi-factor authentication where one factor is separate from the accessing device for privileged/administrative or other identified access; and

2.7. assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.

3. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section 5. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

4. Contractor Systems. Contractor will be solely responsible for Contractor's information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("Contractor Systems") and shall protect against unauthorized access to State systems through the Contractor Systems.

5. Security Audits. During the Term, Contractor will:

5.1. maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;

5.2. upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include security documentation. including SOC 2 reports.; and

5.3. if requested by the State, provide a copy of Contractor's SSAE 16 SOC 2 Type 2 audit report to the State within thirty (30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.

5.4. if requested by the State, provide a copy of or the ability to review the Contractor's System Security Plan. The System Security Plan will be recognized as Contractor's Confidential Information.

6. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the

State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.