



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 17
to
Contract Number 071B1300154

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	dromig@forensicadvantage.com
	CV0059413

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

CONTRACT SUMMARY							
LABORATORY CASE MANAGEMENT SYSTEM							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2025				
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"/>		December 31, 2025			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$2,266,711.41	\$146,925.00	\$2,413,636.41					
DESCRIPTION							
Effective 6/20/2023, the parties add \$146,925.00 for the worksheets conversion services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement and State Administrative Board approval.							
Remaining Ad Board funds after this CN: \$749,999.99							

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Jim Coggin	517-243-5265	cogginj@michigan.gov



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

Project Title: Worksheets, Phase II	Period of Coverage:
Requesting Department: MSP	Date:
Agency Project Manager: Insp. John Bowen	Phone: 517-512-5144
DTMB Project Manager:	Phone:

PROJECT OBJECTIVE:

The Michigan State Police (MSP) requests the continued Creation of Worksheets, Lab Report, and Metric Report worksheets in FAS's Crime Lab system (LIMS). This is a continuation of the work started in Change Notice 15 of Contract Number 071B1300154.

SCOPE OF WORK:

The scope of the project is for the conversion of worksheets. The contractor will provide the following services:

All Professional Services will be provided remotely and provided during business hours 8 am EST to 5 pm EST

- Project Management
- Project Kick off
- Review and Execute the Creation of Worksheets, Lab Report, and Metric Report as outlined in the Phase II Documents zip file, which the parties incorporate herein by reference.

Worksheet design mockup, Design, Print Preview, and Logic Coding:

- Trace Evidence
- Toxicology Drugs
- CODIS
- Questioned Documents
- Crime Scene
- Blood Pattern Analysis
- Polygraph
- "Not Analyzed" Cases

Creation of Lab Report Summary Activities, including Specification, XSLT Conversion to SQL, Template, Validation, and Installation:

- Firearms
- Blood Alcohol
- Latent Prints
- Controlled Substance

Metric Reports Summary Activities, including DataMiner, WSExtract, and Latent Report development as follows:

- Specification
- Development
- Validation
- Installation

- **Description of Metric Reports Work**

- Review and Plan how DataMiner functions (XSLT/SSRS reports)
- Review the .NET code for DataMiner
- Verify worksheet fields are being collected
- Verify fields for the Submission by Agency report are being collected.
- Determine any calculations being performed in the worksheets
- Identify method for seamless transition between both reporting requirements
- Review how WSEExtract functions (XSLT/SSRS reports)
- Review the .NET code for DataMiner
- Verify worksheet fields are being collected
- Identify any calculations being performed in the worksheets
- Identify method for seamless transition between both reporting requirements
- Development
- Create new DataMiner report procedures and associated SQL job to drop data in the existing tables to use existing reports
- Create new WSEExtract report procedures and associated SQL job to drop data in the existing tables to use existing reports
- Create new/update procedures for the SSRS Latent Report.
- In the controlled substance discipline.
- Close the project

PROJECT ASSUMPTIONS AND CONDITIONS:

- MSP will have to be running Forensic Advantage v20.0 or above
- MSP will be responsible for the installation of the SSRS Report Designer on the Production Report server
- MSP will be responsible for providing the Stage environment for installation and testing of Worksheets and Reports
- Estimate includes work required for Trace Evidence, Toxicology Drugs, CODIS, Questioned Documents, Crime Scene, Blood Pattern Analysis, Polygraph, Not Analyzed. Worksheets and Reports based on review of MSP Crime Lab requested features. Documents reviewed are included as zip file provided with this scope of work. Further requests or changes in addition to those agreed upon within attached zip file will require a change order. Further requests or changes in addition to this Attachment may require a contract change notice.

DELIVERABLES:

Deliverables will not be considered complete until the DTMB and Agency Project Managers have formally accepted them. Deliverables for this project include:

Task	Task Name	Deliverable(s)
Task 0	Project Management	<ul style="list-style-type: none"> • Ongoing Project Management
Task 1	Project Initiation/Kickoff Meeting	<ul style="list-style-type: none"> • Kickoff Meeting Minutes and Next steps
Task 2	Worksheets & Report Review	<ul style="list-style-type: none"> • Worksheets Approval Forms • Reports Approval Document
Task 3	Worksheets & Report Execution	<ul style="list-style-type: none"> • Worksheets & Reports Completion • Assistance to MSP LIMS Administrator and SME in setting up Resource Manager in Controlled Substance Discipline and rollout of all worksheets and reports into production
Task 4	Closing Task	<ul style="list-style-type: none"> • Certificate of Completion Delivery

PROJECT PHASES & RESPONSIBILITIES:

PROJECT MANAGEMENT PHASE

Task 0: Project Management	FAS	State
Provide oversight, definition, tracking, and guidance to ensure successful delivery of the State's project following this SOW.	X	X
Schedule all FAS staff and subcontractor (if any) support to ensure project progress and completion following the project schedule.	X	
Manage the expectations of the Stakeholder Management Team (herein defined as key State representatives, sponsors, stewards, third parties, and others), project team, end-users, and the general public regarding the tasks to be completed on the project.		X
Coordinate and facilitate all State staff and third-party (vendors and/or agencies) support to ensure project progress and completion following the SOW and project schedule.		X
Review and Manage Payment Terms	X	X
Deliverables: 1. Provide Definition and Tracking 2. Review and Manage Payment Terms		

INITIATE AND ENVISION PHASE

Task 1: Project Kickoff Meeting	FAS	State
State and FAS will conduct a kickoff meeting. The objective of this meeting will be to scope, timeline, and the following upcoming activities for the project. Kickoff is not to be delayed more than 30 days from contract signing unless mutually agreed.	X	X
Establish a clear chain of communication, escalation, and authority.	X	X
Deliverables: 1. Kickoff Meeting Minutes and Next steps		

PLANNING PHASE

Task 2: Worksheets & Report Review	FAS	State
<p>During this task, FAS will work with State to review and validate the activities to complete for the conversion of worksheets. This will include:</p> <ul style="list-style-type: none"> Analyze and detail the configurations for the Worksheets (screens accessed by analysts) and mockup of the worksheet(s) in pdf format based on the rough sketch provided by State. Mockup imitates provided rough sketch and resembles closest to how the worksheet will look once the design is completed, basically creating a blueprint for the appropriate worksheets. (FAS) FAS provides logic documentation based on the result statements provided. After reviewing the mockup (including edits), State approves the design by signing Worksheet Design Acceptance Form. See Attachment A. 	X	X
After completing the prior task, State provides a list of result statements (canned statements) that need to be generated from data entered to the worksheet and instructions on what field triggers those statements.		X
During this task, FAS will work with State to review and agree to the scope of the needed reports. They will be documented in an encompassing Report Approval Document for State Approval.	X	X
After the prior task is completed, State approves the Report Approval Document.		X
<u>Deliverables:</u> 1. Worksheet Design Acceptance Forms (Wireframes) 2. Reports Approval Document		

EXECUTION PHASE

Task 3: Worksheets & Reports Execution	FAS	State
During this task, FAS will execute the work for the worksheets and reports as agreed in in the approval forms and documents: Worksheet & Report Review – this work will occur in the Stage Environment.	X	X
The State will support this activity by being available for any questions and/or follow-ups needed.		X
At delivery of the worksheets and reports that will have different timelines according to a schedule, State will test the deliverables and provide any feedback in ten (10) business days unless otherwise agreed. FAS will follow the same timeline as needed.		X
FAS will make corrections and resubmit for testing in ten (10) business days unless otherwise agreed.	X	
FAS will assist MSP LIMS Administrator and SME in setting up Resource Manager in Controlled Substance Discipline and rollout all worksheets and reports	X	X
<u>Deliverables:</u> 1. Worksheets & Reports Completion in Stage 2. FAS will assist MSP LIMS Administrator and SME in setting up Resource Manager in Controlled Substance Discipline and rollout of all worksheets and reports – rollout to production will not prevent this task completion.		

STABILIZING PHASE

Task 4: Closing Tasks	FAS	State
<u>Execution of a Certificate of Completion (COD)</u> : FAS will deliver a certificate of delivery for the Scope of Work completed. Any worksheets and/or reports to move to production by the State will not prevent the closure and invoicing of this project.	X	X
<u>Deliverables</u> : Certificate of Completion Delivery		

ACCEPTANCE CRITERIA:

Acceptance criteria for the deliverables include:

- Worksheets for the Trace Evidence, Toxicology Drugs, CODIS, Questioned Documents, Crime Scene, Blood Pattern Analysis, Polygraph, Not Analyzed are confirmed to be functioning as required by the FSD SME staff for those areas.
- The worksheet results are exported to the results of analysis report and pass review by the FSD SME staff.
- The worksheet publishes without error and generates a PDF copy stored within the Object Repository in FA.
- The management/metrics reports affected by the updated worksheets are confirmed to run and return accurate data.:

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:

- Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
- 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:

The contractor may invoice State following the table below, adhering to the invoicing process detailed in the Contract terms.

Payment	Task Number and Name	Amount
Payment 1	Upon completion of of the Project Kickoff Meeting	\$44,078
Payment 2	Upon the approval of the Worksheet forms (Wireframes) and approval of the Reports	\$37,731
Payment 3	Upon Installation of the Worksheets and Reports into the MSP STAGE environment	\$29,385
Payment 4	Upon installation into the PROD environment	\$36,731
	Total	\$146,925

EXPENSES:

There is NO travel included in this project. Therefore, there is no expectation for the State to pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Contractor contacts are:

ROLE	RESPONSIBILITIES	POC(s)	Contact Information
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	<ul style="list-style-type: none"><i>Director of Operations</i>	Nellie De Los Santos ndelossanto@forensicadvantage.com
Project Manager	The project manager will be the primary point of contact and responsible for the management of this SOW and associated FAS Deliverables	<i>Project Manager</i>	Rubin Rajkarnikar rrajkarnikar@forensicadvantage.com
Sales Executive	The sales executive will be the point of contact for any questions about the sale and future change orders	<i>Sales Executive</i>	Brent Smith BSmith@forensicadvantage.com
Technical Services Team	The Technical Team is responsible for data migrations, Software, Interface Installation, and Deployments.	<i>Technical Team</i>	Rubin Rajkarnikar rrajkarnikar@forensicadvantage.com Scott Cromwell Scromwell@Forensicadvantage.com
Application Consultant /Business Systems Analyst Team	Through the implementation, Application Consultants and/or Business Systems Analyst will be assigned to review existing processes and consult on how to best implement the systems in Operations; this includes reviewing current practices, data, and/or internal procedures. This team will also be the team that will provide training and cutover support on the applications being deployed	<i>Application Consultants/ Business Systems Analyst</i>	Karen Keller kkeller@cforensicadvantage.com

Customer Success Team	Following go-live, you will be assigned a FAS Customer Success Manager who will be your "go- to" resource for questions, issues, additional training, and onsite support as required.	<i>Director of Operations</i> <i>Customer Success Manager</i>	Nellie De Los Santos ndelossanto@forensicadvantage.com Lori Ohrt LOhrt@forensicadvantage.com
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The designated Agency Program Manager is:
Wayne Williams
Forensic Science Division - Administration
MSP Lansing Laboratory
7320 N. Canal Rd. Lansing, MI 48823
517-242-2778
WilliamsW6@michigan.gov

The designated DTMB Program Manager is:
To be determined

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely.

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 Eastern Time are to be observed unless otherwise agreed to in writing.

HARDWARE

Not Applicable – No hardware is needed for this project.



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 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **16**
 to
 Contract Number **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.	STATE	Program Manager	Various	MSP
	1525 Hugeunot Road				
	Midlothian, VA 23113				
	David Romig		Contract Administrator	Jarrod Barron	DTMB
	804-794-3491			(517) 249-0406	
	dromig@forensicadvantage.com			barronj1@michigan.gov	
	CV0059413				

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 1, 2011	December 31, 2015	5 - 1 Year		December 31, 2025
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"/>		December 31, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,064,065.35	\$202,646.06		\$2,266,711.41	
DESCRIPTION				
Effective 12/16/2022, the parties add \$202,646.06: \$79,776.30 for the BrAD Module Maintenance costs detailed in the attached cost tables and \$122,869.76 for the CMI 9000 instrument data interface services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

Contract Change Notice 16 Costs

	BrAD Module Maintenance	BrAD Interface SOW & Maint.	
PROJECT		78,390.00	
MAINT.			
FY2023		4,658.00	
FY2024		4,890.90	
FY2025		5,135.45	
FY2026	14,437.50	5,392.22	
FY2027	15,159.38	5,661.83	
FY2028	15,917.34	5,944.92	
FY2029	16,713.21	6,242.17	
FY2030	17,548.87	6,554.27	
TOTAL	\$79,776.30	\$122,869.76	\$202,646.06



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

Project Title: CMI 9000 Instrument data Interface for FA BrAD Software	Period of Coverage:
Requesting Department: MSP	Date:
Agency Project Manager: Insp. John Bowen	Phone: 517-512-5144
DTMB Project Manager: Anwar Raja	Phone: 734-377-4494

BACKGROUND:

The Michigan State Police (MSP) is legislatively mandated to manage the fleet of breath alcohol measurement devices which are deployed in county jails and other locations around the State. These instruments need regular maintenance, service, and related record-keeping to meet legal requirements and assist in the investigation of drunk driving complaints. MSP employs the Forensic Advantage Systems (FAS) Breath Alcohol Database application (BrAD) to track and store records from deployed breath alcohol instruments.

MSP has engaged in the purchase of a new model of Breath Alcohol Instrument, namely the CMI 9000. This instrument will be deployed around the state as a replacement for the current Intoxylizer instrument. For this, a new software Interface between the CMI 9000 and the FA BrAD software is needed.

PROJECT OBJECTIVE:

Develop and deploy the FA BrAD Publish Utility, customized for the CMI I9000 Cobra V5 data import interface. Integrate the FA BrAD software with the new instruments as they are deployed statewide.

SCOPE OF WORK:

The scope of the project is for the development and deployment of the CMI I9000 Cobra V5 data import interface. This interface will provide an efficient way to transfer data from the CMI Cobra V5 software to the BrAD software/database.

Contractor will provide the following products:

Products
Forensic Advantage® Breath Alcohol Database application (BrAD)
Interfaces, Ancillaries and/or Custom work included on this project
Import CMI 9000 Instrument data exported from the instrument via CMI Cobra V5.

Professional Services include the following – remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. EST to 5 P.M. EST

- Project Kick off and Business process review
- Configuration services for:
 - Instruments, Resources, Service Tickets & Trouble Calls for CMI I9000's

- Stage the following environments:
 - Deployment/Stage
 - Testing
 - Production
- Data Loading for: *(This will be limited to a one time loading with the expectation that Michigan will maintain the data after the 1st loading of the data)*
 - Initial Test Instruments and Instrument Resources
- Develop interface with CMI I-9000 instrument via CMI Cobra V5 instrument communication service; this development is limited to:
 - Import CMI I9000 data from the CMI Cobra V5 instrument communication service.
- Initial report development over CMI I9000 data - 5 reports included. *(Any other reports will require a change order).*
- System training CMI I9000 implementation; limited to:
 - Training- Train the Trainer (1 day, 8 users max)
- Deployment of FA BrAD Solution
 - Deployment to Stage Environment
 - Deployment to Testing Environment
 - Testing and remediation following deployment
- Production Cutover Preparation, Cutover and Support up to one business (1) day during business hours.
- Closing Tasks.

Details for all tasks are described below in “PROJECT PHASES AND RESPONSIBILITIES”.

PROJECT CONDITIONS:

The State may elect not to move the system to production once FAS completes the installation into Stage and the Staging system is operational. If the move to production does not occur three (3) months after FAS has completed all tasks listed above except for the Cutover and Closing Tasks; two actions can occur:

1. FAS will discuss with DTMB additional project management services to support timeline extension and execute a Contract Change Notice **OR**
2. FAS will execute the Certificate of Delivery and will close the project deeming all deliverables accepted and will collect all payments; with the commitment that when DTMB is ready to put the application into production, remote support will be provided up to 1 day. This option may only occur after the State has formally approved the deliverables .

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely.

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.

DELIVERABLES:

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

Task	Task Name	Deliverable(s)
Task 0	Project Management	1. Ongoing Project Management
Task 1	Project Initiation/Kickoff Meeting	2. Kickoff Meeting and Next steps 3. Establishment of Core Team 4. Project Schedule 5. Business Process Review
Task 2	Project Requirements Review, Configuration Process and Review of Conversion	6. Configuration document, reports, and one-time upload approvals
Task 3	Stage, Configuration and Integration of BrAD	7. Install and Configure Application. 8. Completion of Reports 9. Data Migration
Task 4	Interfaces	10. Installed Interfaces (in Stage)
Task 5	Training	11. Training Program Completed
Task 6	Go-Live	12. Cutover Readiness Plan 13. Application(s) placed in production use
Task 7	Closing Task	14. Certificate of Completion Delivery

PROJECT PHASES & RESPONSIBILITIES:

Task 0: Project Management	FAS	State
Provide oversight, definition, tracking, and guidance of the project to ensure successful delivery of the State's project in accordance with this SOW.	X	X
Enforce and administer the Agreement and SOW inclusive of any project change orders and invoices.	X	
Schedule all FAS staff and subcontractor (if any) support to ensure project progress and completion in accordance with the project schedule.	X	
Manage the expectations of the Stakeholder Management Team, (herein defined as key State representatives, sponsors, stewards, third parties, and others), project team, end users, and general public regarding the tasks to be completed on the project.		X
Coordinate and facilitate all State staff and third party (vendors and/or agencies) support to ensure project progress and completion in accordance with the SOW and project schedule.		X
Review and Manage Payment Terms in accordance with Attachment A. Milestone Payment Terms	X	X
Deliverables: Ongoing Project Management		

Task 1: Project Initiation/Kickoff Meeting	FAS	State
State and FAS will conduct kickoff meeting according to agreed agenda. Kickoff is not to be delayed more than 30 days from contract signing unless mutually agreed.	X	X
Conduct a formal review of the signed agreement and business process review. Any deviations from the signed SOW will be handled via Change Order.	X	X
Establish a State Core Team that will be able to participate during the project in accordance to the schedule and be able to make decisions on behalf of State on how the system is to be set up, used, trained and deployed. This team should also have the capability to bring other staff as needed for a particular skill need.		X
Establish a clear chain of communication, escalation, and authority.	X	X
Review the process, agenda, resource, and scheduling requirements for the next upcoming activities for the project.	X	X
Agree to the proposed Project Schedule. All Dates and Resources are subject to change based on State's and FAS availability.	X	X
<u>Deliverables:</u> 1. Kickoff Meeting and Next steps 2. Establishment of Core Team 3. Project Schedule 4. Business Process Review		

Task 2: Project Requirements Review, Configuration Process and Review of Conversion	FAS	State
FAS will perform a walkthrough of BrAD and collect configuration information for: <ul style="list-style-type: none"> ○ CMI I9000 Test Instruments, Resources, Service Tickets & Trouble Calls 	X	X
FAS will work with the State to define report requirements and obtain approval of five custom reports to be provided by FAS	X	X
FAS will work with the State to plan the provision of a one-time successful upload of the data and will obtain approval. <ul style="list-style-type: none"> • CMI I9000 Test Instrument Resources 	X	X
State's Core Team and/or appropriate staff will review the configuration document, reports and one-time upload and will provide approval in accordance to an agreed timeline.		X
<u>Deliverables:</u> 1. Configuration document, reports and one-time upload approvals		

Task 3: Stage, Configuration and Integration of BrAD	FAS	State
FAS will Stage the following environments: <ul style="list-style-type: none"> ○ Deployment ○ Testing ○ Production 	X	
<ul style="list-style-type: none"> • FAS will configure and stage BrAD in the Configuration services for: <ul style="list-style-type: none"> ○ CMI I9000 Test Instruments, Resources, Service Tickets & Trouble Calls in accordance with what is agreed in Task 3. 	X	
FAS will complete the reports in accordance with what is agreed in Task 3.	X	
FAS will perform the one-time upload of data in accordance with what is agreed in Task 3.	X	
FAS will provide a PDF Import capability into the CMI Communication Service	X	
FAS will provide the latest Administration and User Guide documentation for BrAD	X	
<u>Deliverables:</u> 1. Install and Configure Application. 2. Completion of Reports 3. Data Migration		

Task 4: Interfaces	FAS	State
FAS will develop an interface with new CMI I9000's via CMI Cobra v5 communication service this development is limited to the scope described in section 3.	X	
Take ownership and responsibility for all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by FAS. Any delays to the Project, however caused, will necessarily push the timeline for completion of this particular task out, and therefore, will require a Change Order for a project extension.		X
Act as the single point of contact between agencies and/or third party vendors not contracted to FAS but required to support all interfaces.		X
Provide FAS with the physical connections for each interface, to allow FAS to test the functionality of each interface at the time of software installation. If the interfaces are currently in operation, it is the		X
State's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.		
<u>Deliverables:</u> 1. Installed Interfaces in Stage		

Task 5: Training	FAS	State
FAS will provide training as follows: <ul style="list-style-type: none"> Training- Train the Trainer on CMI I9000 FA BrAD interface (1 day, 8 users max) 	X	X
State will be responsible for staff training		X
<u>Deliverables:</u> Training Program Completed		

Task 6: Go-Live	FAS	State
FAS will work with the State to create a cutover readiness for operational use of the system.	X	X
Execute a go/no-go meeting with the Agency in conformance with the project schedule against the Cutover Readiness Plan.	X	X
Bring products to operational use and monitor the products, ancillaries, and interfaces up to three (3) days remote (<i>cutover hours will be during State's business hours unless otherwise agreed in the Implementation Plan</i>) this includes the preparation day. Any Cutover delays resulting from or related to State cause shall be supported via remote access rather than onsite.	X	X
At Cutover, begin using the products and notify FAS of any issues in accordance with the Cutover Readiness Plan.		
<u>Deliverables:</u> 1. Cutover Readiness Plan 2. Application(s) placed in production use		

Task 7: Closing Tasks	FAS	State
<u>Turnover Meeting:</u> Arrange and perform a turnover meeting to review the Project and any open issues as outlined on a turnover document with the State, and FAS Success Manager	X	X
<u>Execution of a Certificate of Completion (COD):</u> FAS will deliver a certificate of delivery that will list that all components in Section 3 has been installed, trained and cutover unless otherwise noted via change orders. This COD will serve as the Agency's sign off and acceptance of the project. This certificate will be sent to State/Agency with a request to highlight any exceptions and/or disagreement from completion in five (5) Business Days from delivery of the COD. If FAS does not receive any sign off and/or notifications from State/Agency the project will deemed accepted and close after such five (5) Business Days.	X	X

PAYMENT SCHEDULE:

Contractor may invoice State in accordance to the table below. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State

issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment.

The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Payment	Task Number and Name	Amount
Payment 1	Upon completion of project Kickoff meeting and Business Process Review to occur within 30 days from contract signing	\$39,195
Payment 2	Upon Completion of 1st Software product and/or interface installation on State Stage environment	\$31,356
Payment 3	At Go-Live, or no later than 180 days after Payment number 2, whichever is less	\$7,839
Project Total		\$78,390
Dates	CMI Interface Maintenance	Amount
Year 1	Year 1 Maintenance period will start with completed installation of the product in the stage environment.	\$4,658.00
Year 2	Year 2 Maintenance will start at conclusion of year 1.	\$4,890.90
Year 3	Year 3 Maintenance will start at conclusion of year 2.	\$5,135.45
Year 4	Year 4 Maintenance will start at conclusion of year 3.	\$5,392.22
Year 5	Year 5 Maintenance will start at conclusion of year 4.	\$5,661.83
Year 6	Year 6 Maintenance will start at conclusion of year 5.	\$5,944.92
Year 7	Year 7 Maintenance will start at conclusion of year 6.	\$6,242.17
Year 8	Year 8 Maintenance will start at conclusion of year 7.	\$6,554.27
Maintenance Total		\$44,479.76
Project		\$78,390
Maintenance		\$44,479.76
Statement of Work Total		122,869.76

EXPENSES:

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

HARDWARE:

FA BrAD implements a form of Service Oriented Architecture operating on a Windows 10 client, Windows 2016 or later application server with access to a Microsoft SQL Server database. FA BrAD does not require exclusive access to these hardware resources.

	Operating System	Available Memory	Available Storage
Client	Windows 10 64-bit	2 GB	64 MB
App Server	Windows 2016 or later	2 GB	2 GB
Database Server	SQL Server 13 (2016) or later	2 GB	4 GB
These are nominal requirements that should support 250 instruments, 500 agencies, 10,000 operators and 250,000 test instances.			

FUNCTIONALITY CHANGES:

This project will deliver a set of products including:

- FA BrAD version 20.2 or later
- FA BrAD Publish Utility with the customized to CMI I9000 Cobra V5 data import interface

Such products will not be customized, modified, altered, added, or changed by FAS at the State's request other than as specifically identified and priced in this statement of work or subsequently issued Contract Change Notice.

PROJECT CONTROL AND REPORTS:

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

1. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

SPECIFIC DEPARTMENT STANDARDS:

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor contacts are:

ROLE	RESPONSIBILITIES	POC(s)	Contact Information
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	<i>Vice-President – Forensic Advantage</i>	David Romig, II dromig@forensicadvantage.com
		<i>Director – Operations</i>	Nellie De Los Santos ndelossantos@harriscomputer.com
Project Manager	The project manager will be the primary point of contact and responsible for the management of this SOW and associated FAS Deliverables	<i>Project Manager</i>	Michael Sturgeon MSturgeon@harriscomputer.com
Sales Executive	The sales executive will be the point of contact for any questions about the sale and future change orders	<i>Sales Executive</i>	Brent Smith BSmith@forensicadvantage.com
Technical Services Team	The Technical Team is responsible for data migrations, Software, Interface Installation, and Deployments.	<i>Technical Team</i>	Dave Romig Sr. dromig2@forensicadvantage.com Rick Matherly Rmatherly@Forensicadvantage.com
Application Consultant /Business Systems Analyst Team	Through the implementation, Application Consultants and/or Business Systems Analyst will be assigned to review existing processes and consult in how to best implement the systems in Operations; this includes review of current practices, data, and/or internal processes. This team will also be the team that will provide training and cutover support on the applications being deployed	<i>Application Consultants/ Business Systems Analyst</i>	Karen Keller kkeller@cforensicadvantage.com

State Support Services Team	Following go-live, you will be assigned a FAS Customer Success Manager who will be your "go-to" resource for questions, issues, additional training, and onsite support as required. While you are always free to call our main Customer support number, your Customer Success Manager will serve as a direct resource to support your day-to-day FAS needs.	<i>Director – Operations</i> <i>Customer Success Manager</i>	Nellie De Los Santos ndelossantos@harriscomputer.com Lori Ohrt lohrt@caliberpublicsafety.com
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The designated Agency Program Manager is:

Insp. John Bowen
Michigan State Police
Forensic Science Division - Administration
MSP Lansing Laboratory
7320 N. Canal Rd.
Lansing, MI 48823
517-512-5144
517-636-4470
bowenj1@michigan.gov

The designated DTMB Program Manager is:

Anwar Raja
Department of Technology, Management & Budget
734-377-4494
RajaA1@michigan.gov



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 **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.	STATE	Program Manager	Various	MSP
	1525 Hugeunot Road				
	Midlothian, VA 23113		Contract Administrator	Jarrod Barron	DTMB
	David Romig			(517) 249-0406	
	804-794-3491			barronj1@michigan.gov	
	david.romig@thincit.com				
	CV0059413				

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 1, 2011	December 31, 2015	5 - 1 Year		December 31, 2025
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"/>		December 31, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,902,965.35	\$161,100.00		\$2,064,065.35	
DESCRIPTION				
Effective 5/6/2022, the parties add \$161,100.00 for the worksheets conversion services detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, and DTMB Central Procurement approval.				
Internal State Note: \$177.719.64 remaining Ad Board funds after this CN.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov



**MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET IT SERVICES (DTMB)
&
CALIBER PUBLIC SAFETY | FORENSIC ADVANTAGE**

STATEMENT OF WORK

Project Title: Worksheets	Period of Coverage:
Requesting Department: MSP	Date:
Agency Project Manager: Insp. John Bowen	Phone: 517-284-3486
DTMB Project Manager: Anwar Raja	Phone: 734-377-4494
Quote Reference:	#Q02841 dated 01/18/22

PROJECT OBJECTIVE:

The Michigan State Police (MSP) requests the Creation of Worksheets, Lab Report, and Metric Report worksheets in FAS's Crime Lab system (LIMS).

SCOPE OF WORK:

The scope of the project is for the conversion of worksheets. The contractor will provide the following services:

<p>All Professional Services will be provided remotely and provided during business hours 8 am EST to 5 pm EST</p> <ul style="list-style-type: none"> • Project Management • Project Kick off • Review and Execute the Creation of Worksheets, Lab Report, and Metric Report as outlined in Attachment A. Summary Worksheet, Lab Report, and Metric Report activities for: <p>Worksheets:</p> <ul style="list-style-type: none"> ○ Firearms ○ Blood Alcohol ○ Latent Prints Processing ○ Latent Prints ACE with Processing ○ Controlled Substance <p>Creation of Lab Reports associated with worksheet changes in:</p> <ul style="list-style-type: none"> ○ Firearms
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Statement of Work for Michigan State Police Crime Lab | Worksheet Conversion
Quote: Q02841 dated 2022-01-18

- Blood Alcohol
- Latent Prints
- Controlled Substance

Creation of Metric Reports associated with worksheet changes in:

- Firearms
- Blood Alcohol
- Latent Prints
- Controlled Substance
- Assist MSP LIMS Administrator and SME in setting up Resource Manager in Controlled Substance Discipline
- Close the project

PROJECT ASSUMPTIONS AND CONDITIONS:

- MSP will have to be running Forensic Advantage v20.0 or above
- MSP will be responsible for the installation of the SSRS Report Designer on the Production Report server
- MSP will be responsible for providing the Stage environment for installation and testing of Worksheets and Reports
- Estimate includes work required for Firearms, Blood Alcohol, Latent Print – Processing, Latent Print – ACE and Processing and Controlled Substance Worksheets and Reports based on a review of MSP Crime Lab requested features following [Attachment A. Summary Worksheet, Lab Report, and Metric Report activities](#). Further requests or changes in addition to this Attachment may require a contract change notice.
- This project does not include:
 - RTI reporting interface
 - Submission by Agency Report (see ticket 404520 for further information)

DELIVERABLES:

Deliverables will not be considered complete until the DTMB and Agency Project Managers have both formally accepted them. Deliverables for this project include:

Task	Task Name	Deliverable(s)
Task 0	Project Management	1. Ongoing Project Management
Task 1	Project Initiation/Kickoff Meeting	2. Kickoff Meeting Minutes and Next steps
Task 2	Worksheets & Report Review	3. Worksheets Approval Forms 4. Reports Approval Document
Task 3	Worksheets & Report Execution	5. Worksheets & Reports Completion 6. Assistance to MSP LIMS Administrator and SME in setting up Resource Manager in Controlled Substance Discipline and rollout of all worksheets and reports into production
Task 4	Closing Task	7. Certificate of Completion Delivery

Statement of Work for Michigan State Police Crime Lab | Worksheet Conversion
Quote: Q02841 dated 2022-01-18

PROJECT PHASES & RESPONSIBILITIES:

PROJECT MANAGEMENT PHASE

Task 0: Project Management	FAS	State
Provide oversight, definition, tracking, and guidance to ensure successful delivery of the State's project following this SOW.	X	X
Schedule all FAS staff and subcontractor (if any) support to ensure project progress and completion following the project schedule.	X	
Manage the expectations of the Stakeholder Management Team (herein defined as key State representatives, sponsors, stewards, third parties, and others), project team, end-users, and the general public regarding the tasks to be completed on the project.		X
Coordinate and facilitate all State staff and third-party (vendors and/or agencies) support to ensure project progress and completion following the SOW and project schedule.		X
Review and Manage Payment Terms	X	X
Deliverables: Ongoing Project Management		

INITIATE AND ENVISION PHASE

Task 1: Project Kickoff Meeting	FAS	State
State and FAS will conduct a kickoff meeting. The objective of this meeting will be to scope, timeline, and the following upcoming activities for the project. Kickoff is not to be delayed more than 30 days from contract signing unless mutually agreed.	X	X
Establish a clear chain of communication, escalation, and authority.	X	X
<u>Deliverables:</u> 1. Kickoff Meeting Minutes and Next steps		

PLANNING PHASE

Task 2: Worksheets & Report Review	FAS	State
<p>During this task, FAS will work with State to review and validate the activities to complete for the conversion of worksheets according to Attachment A. Summary Worksheet, Lab Report, and Metric Report activities. This will include:</p> <ul style="list-style-type: none"> Analyze and detail the configurations for the Worksheets (screens accessed by analysts) and mockup of the worksheet(s) in pdf format based on the rough sketch provided by State. Mockup imitates provided rough sketch and resembles closest to how the worksheet will look once the design is completed, basically creating a blueprint for the appropriate worksheets. (FAS) 	X	X

Statement of Work for Michigan State Police Crime Lab | Worksheet Conversion
Quote: Q02841 dated 2022-01-18

Task 2: Worksheets & Report Review	FAS	State
<ul style="list-style-type: none"> FAS provides logic documentation based on the result statements provided. After reviewing the mockup (including edits), State approves the design by signing Worksheet Acceptance Form. Attachment B. Worksheet Design Acceptance Form 		
<p>After completing the prior task, State provides a list of result statements (canned statements) that need to be generated from data entered to the worksheet and instructions on what field triggers those statements.</p> <p>After reviewing the logic documentation (including edits), State approves the logic documentation by signing Worksheet Logic Acceptance Form. Attachment C. Worksheet Logic Approval Form</p>		X
During this task, FAS will work with State to review and agree to the scope of the needed reports following Attachment A – Worksheets Activities Summary . They will be documented in an encompassing Report Approval Document for State Approval.	X	X
After the prior task is completed, State approves the Report Approval Document.		X
<p align="center"><u>Deliverables:</u> 1. Worksheets Approval Forms (Wireframes) 2. Reports Approval Document</p>		

EXECUTION PHASE

Task 3: Worksheets & Reports Execution	FAS	State
During this task, FAS will execute the work for the worksheets and reports as agreed in Task 2: Worksheet & Report Review – this work will occur in the Stage Environment.	X	X
The State will support this activity by being available for any questions and/or follow-ups needed.		X
At delivery of the worksheets and reports that will have different timelines according to a schedule, State will test the deliverables and provide any feedback in ten (10) business days unless otherwise agreed. FAS will follow the same timeline as needed.		X
FAS will make corrections and resubmit for testing in ten (10) business days unless otherwise agreed.	X	
FAS will assist MSP LIMS Administrator and SME in setting up Resource Manager in Controlled Substance Discipline and rollout all worksheets and reports	X	X
<p><u>Deliverables:</u> 1. Worksheets & Reports Completion in Stage 2. FAS will assist MSP LIMS Administrator and SME in setting up Resource Manager in Controlled Substance Discipline and rollout of all worksheets and reports – rollout to production will not prevent this task completion.</p>		

Statement of Work for Michigan State Police Crime Lab | Worksheet Conversion
Quote: Q02841 dated 2022-01-18

STABILIZING PHASE

Task 4: Closing Tasks	FAS	State
<u>Execution of a Certificate of Completion (COD):</u> FAS will deliver a certificate of delivery for the Scope of Work completed. Any worksheets and/or reports to move to production by the State will not prevent the closure and invoicing of this project.	X	X
<u>Deliverables:</u> Certificate of Completion Delivery		

ACCEPTANCE CRITERIA:

Acceptance criteria for the deliverables include:

1. Worksheets for the Firearms, Blood Alcohol, Latent Print – Processing, Latent Print – ACE and Controlled Substances are confirmed to be functioning as required by the FSD SME staff for those areas.
2. The worksheet results are exported to the results of analysis report and pass review by the FSD SME staff.
3. The worksheet publishes without error and generates a PDF copy stored within the Object Repository in FA.
4. The management/metrics reports affected by the updated worksheets are confirmed to run and return accurate data.

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. **Accomplishments:** Indicate what was worked on and completed during the current reporting period.

PAYMENT SCHEDULE:

The contractor may invoice State following the table below. DTMB will pay CONTRACTOR upon State's formal acceptance of deliverables as stated below and 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 the payment date and approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document a description of the work performed, the project's progress, and fees to the State's satisfaction. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Payment	Task Number and Name	Amount
Payment 1	Upon completion of Task 1	\$30,000
Payment 2	Acceptance of Task 2 Deliverables	\$62587
Payment 3	Acceptance of Task 3 Deliverables. Worksheets & Reports Review	\$52313
Payment 4	Acceptance of Task 4 Deliverables. Worksheets & Reports Execution into production.	\$16,200
	Total	\$161,100

EXPENSES:

There is NO travel included in this project. Therefore, there is no expectation for the State to pay for any travel expenses, including hotel, mileage, meals, parking, etc.

Statement of Work for Michigan State Police Crime Lab | Worksheet Conversion
Quote: Q02841 dated 2022-01-18

PROJECT CONTACTS:

The designated Contractor contacts are:

ROLE	RESPONSIBILITIES	POC(s)	Contact Information
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	<ul style="list-style-type: none"> <i>Vice-President of Professional Services</i> <i>Professional Services Director</i> 	Diva Mayeau dmayeau@caliberpublicsafety.com Chad Brymer cbrymer@caliberpublicsafety.com
Project Manager	The project manager will be the primary point of contact and responsible for the management of this SOW and associated FAS Deliverables	<i>Project Manager</i>	Darren Hibbard jhibbard@caliberpublicsafety.com
Sales Executive	The sales executive will be the point of contact for any questions about the sale and future change orders	<i>Sales Executive</i>	Brent Smith BSmith@forensicadvantage.com
Technical Services Team	The Technical Team is responsible for data migrations, Software, Interface Installation, and Deployments.	<i>Technical Team</i>	Rubin Rajkarnikar rrajkarnikar@forensicadvantage.com Scott Cromwell Scromwell@Forensicadvantage.com
Application Consultant /Business Systems Analyst Team	Through the implementation, Application Consultants and/or Business Systems Analyst will be assigned to review existing processes and consult on how to best implement the systems in Operations; this includes reviewing current practices, data, and/or internal procedures. This team will also be the team that will provide training and cutover support on the applications being deployed	<i>Application Consultants/ Business Systems Analyst</i>	Karen Keller kkeller@cforensicadvantage.com
State Support Services Team	Following go-live, you will be assigned a FAS State Success Manager who will be your "go-to" resource for questions, issues, additional training, and onsite support as required.	<i>Vice-President of State Support</i> <i>State Success Manager</i>	Derek Smith dsmith@caliberpublicsafety.com TBD

Statement of Work for Michigan State Police Crime Lab | Worksheet Conversion
Quote: Q02841 dated 2022-01-18

	While you are always free to call our main State support number, your State Success Manager will serve as a direct resource to support your day-to-day FAS needs.		
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The designated Agency Program Manager is:

Wayne Williams
Forensic Science Division - Administration
MSP Lansing Laboratory
7320 N. Canal Rd.
Lansing, MI 48823
517-242-2778
WilliamsW6@michigan.gov

The designated DTMB Program Manager is:

To be determined

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely.

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 Eastern Time are to be observed unless otherwise agreed to in writing.

HARDWARE

Not Applicable – No hardware is needed for this project.

Attachment A – Summary Worksheet, Lab Report, and Metric Report activities

Worksheet Conversion Summary Activities:

Firearms, Blood Alcohol, Latent Print – Processing, Latent Print – ACE and Processing and Controlled Substance

- Design Mockup
- Design
- Print Preview
- Logic Coding

Lab Report(s) Summary Activities:

Firearms, Blood Alcohol, Latent Prints, Controlled Substances

- Specification
- XSLT Conversion to SQL
- Template
- Validation
- Installation

Metric Report Summary Activities:

- DataMiner
- WSEExtract
- Latent Report
- Specification
- Development
- Validation
- Installation

Description of Metric Reports Work

- Review and Plan how DataMiner functions (XSLT/SSRS reports)
 - Review the .NET code for DataMiner
 - Verify worksheet fields are being collected
 - Verify fields for the Submission by Agency report are being collected.
 - Determine any calculations being performed in the worksheets
 - Identify method for seamless transition between both reporting requirements
- Review how WSEExtract functions (XSLT/SSRS reports)
 - Review the .NET code for DataMiner
 - Verify worksheet fields are being collected
 - Identify any calculations being performed in the worksheets
 - Identify method for seamless transition between both reporting requirements
- Development
 - Create new DataMiner report procedures and associated SQL job to drop data in the existing tables to use existing reports

Statement of Work for Michigan State Police Crime Lab | Worksheet Conversion
Quote: Q02841 dated 2022-01-18

- Create new WSExtract report procedures and associated SQL job to drop data in the existing tables to use existing reports
- Create new/update procedures for the SSRS Latent Report.

Description of Resource Manager Support

Up to 40 hours of remote support to MSP LIMS Administrator and SME in setting up resource manager in the controlled substance discipline.

Note:

Mockups have been documented, presented and discussed with MSP and used for this estimation. Mockups will be reviewed during Task 2. Any additional changes to the mockups will require review and may require a contract change notice.

Statement of Work for Michigan State Police Crime Lab | Worksheet Conversion
Quote: Q02841 dated 2022-01-18

Attachment B. Worksheet Design Acceptance Form

Project Information	
Project Name	
Prepared by	
Date	
Worksheet Name	

Version History (Insert rows, as needed.)		
Version	Date (MM/DD/YYYY)	Comment
1.0		Initial submission for signature
2.0		Example – Additional changes prior to signature

Attached to this form, you will find the discussions/final design of the INSERT WORKSHEET NAME. Please review and approve, then sign this form in agreement. If any changes or additions are required, please make the adjustments and send them back for review prior to applying the signature of acceptance.

Assumptions and Conditions

This project's scope is limited as described in this Project Scope Statement, Quote, and this signed Worksheet Design Acceptance form. Any additional features, functionality, or services not provided in the listed documents will require an LOE to determine any impacts to budget, delivery schedule, and may require a contract change notice.

Approvals:

By signing below, both parties agree to the final design version listed above and within.

Project Scope Statement Approval/Signature (Forensic Advantage)	
Print name of the authorized person:	
Print title of authorized person:	
Signature of authorized person:	

Attachment C. Worksheet Logic Approval Form

Project Information	
Project Name	
Prepared by	
Date	
Worksheet Name	

Version History (Insert rows, as needed.)		
Version	Date (MM/DD/YYYY)	Comment
1.0		Initial submission for signature

Attached to this form, you will find the discussions/final logic documentation of the INSERT WORKSHEET NAME. Please review and approve, then sign this form in agreement. If any changes or additions are required, please make the adjustments and send them back for review prior to applying the signature of acceptance.

Assumptions and Conditions

This project's scope is limited as described in this Project Scope Statement, Quote, and this signed Worksheet Logic Documentation Acceptance form. Therefore, any additional features, functionality, or services not provided in the listed documents will require an LOE to determine any impacts to the budget delivery schedule and may require a contract change notice.

Approvals:

By signing below, both parties agree to the final design version listed above and within.

Project Scope Statement Approval/Signature (Forensic Advantage)	
Print name of the authorized person:	
Print title of authorized person:	
Signature of authorizing person:	



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 **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY							
LABORATORY CASE MANAGEMENT SYSTEM							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2025				
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"/>		December 31, 2025			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$1,752,965.35	\$150,000.00	\$1,902,965.35					
DESCRIPTION							
Effective 12/8/2021, the parties add \$150,000.00 for optional hourly rate services as detailed in the attached documentation. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, and DTMB Central Procurement approval.							

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

Funding Allocation for Optional Time & Materials Services

Upon request, Contractor will provide hourly rate services to the State at the labor rates already stated in the Contract up to the totals shown for the periods below.

Term	Cost
Base Contract Years	
September 1, 2021 – December 31, 2021	\$15,000
January 1, 2022 – December 31, 2022	\$15,000
January 1, 2023 – December 31, 2023	\$15,000
January 1, 2024 – December 31, 2024	\$15,000
January 1, 2025 – December 31, 2025	\$15,000
Base Years Subtotal	\$75,000
Option Years	
January 1, 2026 – December 31, 2026	\$15,000
January 1, 2027 – December 31, 2027	\$15,000
January 1, 2028 – December 31, 2028	\$15,000
January 1, 2029 – December 31, 2029	\$15,000
January 1, 2030 – December 31, 2030	\$15,000
Option Years Subtotal	\$75,000
TOTAL	\$150,000



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 **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY							
LABORATORY CASE MANAGEMENT SYSTEM							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2025				
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"/>		December 31, 2025			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$1,537,575.35	\$215,390.00	\$1,752,965.35					
DESCRIPTION							
Effective 8/12/2021, the parties add \$215,390.00 for the Breath Alcohol Database (BrAD) module (\$160,390.00 for software licensing and implementation services and \$55,000, i.e., \$13,750/year x four years, for maintenance and support) as detailed in the attached statement of work. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency, and DTMB Central Procurement approval.							

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov



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

Project Title: BrAD (Breath Alcohol Instrument Management Software)	Period of Coverage:
Requesting Department: MSP	Date:
Agency Project Manager: Insp. John Bowen	Phone: 517-284-3486
DTMB Project Manager: Anwar Raja	Phone: 734-377-4494

BACKGROUND:

The Michigan State Police (MSP) is legislatively mandated to manage the fleet of breath alcohol measurement devices which are deployed in county jails and other locations around the State. These instruments need regular maintenance, service, and related record-keeping to meet legal requirements and assist in the investigation of drunk driving complaints.

MSP seeks to employ an instrument software product, the Forensic Advantage Systems (FAS) Breath Alcohol Database application (BrAD) which can track and store records from multiple types of instruments simultaneously. This will reduce redundancy and improve both record-keeping and transparency for MSP with its stakeholders.

PROJECT OBJECTIVE:

Deploy the BrAD software within MSP's network, configuring appropriate user access for staff members of both MSP's Training (TD) and Forensic Science (FSD) divisions. Import the inventory of existing instruments and related records, along with the list of approved/trained operators from police agencies all over the state.

SCOPE OF WORK:

The scope of the project is for the deployment of the BrAD application, which tracks and stores records from multiple types of instruments that measure a subject's breath alcohol level. This solution will collect and manage test results from breath alcohol testing devices. BrAD also tracks related information, including maintenance history and certifications for instruments and operators. BrAD handles subpoena duces tecum requests for all collected information, rendering responses in Adobe® PDF for return to attorneys and courts.

Contractor will provide the following products:

Products
Forensic Advantage® Breath Alcohol Database application (BrAD)
Interfaces, Ancillaries and/or Custom work included on this project
Import DataMaster Transportable (DMT) instrument data as a zip file with XML and PDF (if applicable) exported from the instrument.

Contractor will provide the following services:

All Professional Services **will be provided remotely and rovided during business hours 8 A.M. EST to 5 P.M. EST**

- Project Kick off
- Configuration services for:
 - Instruments, Resources, Service Tickets & Trouble Calls
 - Operators, Classes, Class Sites & Operator Certifications
 - Security roles
- Stage the following environments:
 - Deployment
 - Testing
 - Production
- Data Loading for: *(This will be limited to a one time loading with the expectation that Michigan will maintain the data after the 1st loading of the data)*
 - Agencies
 - Instruments and Instrument Resources
 - Operators, Classes, Class Sites & Operator Certifications
- Provide the following technical support to DTMB:
 - Collaboration between DTMB and vendor for:
 - Resolution of any technical issues with servers, network access, firewalls, IP address, VPN connections, data transfers, etc.
 - Establishment of a complete Authority to Operate (ATO) before software go live date.
 - Development of an Enterprise Architecture Solution Assessment (EASA) and any information needed to help develop with a Disaster Recovery Plan.
 - DTMB database management
 - Client software packaging and deployment within the SoM network
 - State-level approvals for deployment of software (Authority To Operate)
 - Ongoing service, monitoring, and updating of affected server(s) and software
- Integration with:
 - Existing Training system
 - Incorporate ability to import non-subject test PDF's to BrAD
- Develop interface with existing DataMaster Transportable DMT instrument data; this development is limited to:
 - Import DMT instrument exported data zip file from the instrument to the shared server folder.
 - DMT output is XML and PDF.
- Initial report development over DMT data - 5 reports included. *(Any other reports will require a change order).*
- System training; limited to:
 - Training - Administration (1 day class) - maximum of 4 people per class unless otherwise arranged with
 - Training- Train the Trainer (1 day, 8 users max)
- Cutover Preparation, Cutover and Support up to five business (5) days during business hours.
- Closing Tasks.

PROJECT CONDITIONS

The Customer may elect not move the system to production once FAS completes the installation into Stage and the Staging system is operational. If the move to production does not occur three (3) months after FAS has completed all tasks listed above except for the Cutover and Closing Tasks; two actions can occur:

1. FAS will discuss with DTMB additional project management services to support timeline

extension and execute a Contract Change Notice **OR**

2. FAS will execute the Certificate of Delivery and will close the project deeming all deliverables accepted and will collect all payments; with the commitment that when DTMB is ready to put the application into production, remote support will be provided up to 1 day.

DELIVERABLES:

Deliverables will not be considered complete until the DTMB and Agency Project Managers have both formally accepted them. Deliverables for this project include:

Task	Task Name	Deliverable(s)
Task 0	Project Management	1. Ongoing Project Management
Task 1	Project Initiation/Kickoff Meeting	2. Kickoff Meeting and Next steps 3. Establishment of Core Team 4. Project Schedule
Task 2	Project Requirements Review, Configuration Process and Review of Conversion	5. Configuration document, reports and one-time upload approvals
Task 3	Stage, Configuration and Integration of BrAD	6. Install and Configure Application. 7. Completion of Reports 8. Data Migration
Task 4	Interfaces	9. Installed Interfaces
Task 5	Training	10. Training Program Completed
Task 6	Go-Live	11. Cutover Readiness Plan 12. Application(s) placed in production use
Task 7	Closing Task	13. Certificate of Completion Delivery

PROJECT PHASES & RESPONSIBILITIES:

PROJECT MANAGEMENT PHASE

Task 0: Project Management	FAS	State
Provide oversight, definition, tracking, and guidance of the project to ensure successful delivery of the State 's project in accordance with this SOW.	X	X
Enforce and administer the Agreement and SOW inclusive of any project change orders and invoices.	X	
Schedule all FAS staff and subcontractor (if any) support to ensure project progress and completion in accordance with the project schedule.	X	
Manage the expectations of the Stakeholder Management Team, (herein defined as key State representatives, sponsors, stewards, third parties, and others), project team, end users, and general public regarding the tasks to be completed on the project.		X
Coordinate and facilitate all State staff and third party (vendors and/or agencies) support to ensure project progress and completion in accordance with the SOW and project schedule.		X
Review and Manage payments in accordance with this Statement of Work and the Contract Terms.	X	X
Deliverables: Ongoing Project Management		

INITIATE AND ENVISIONING PHASE

Task 1: Project Initiation/Kickoff Meeting	FAS	State
State and FAS will conduct kickoff meeting according to agreed agenda. Kickoff is not to be delayed more than 30 days from contract signing unless mutually agreed.	X	X
Conduct a formal review of the signed agreement. Any deviations from the signed SOW will be handled via Change Order.	X	X
Establish a State Core Team that will be able to participate during the project in accordance to the schedule and be able to make decisions on behalf of State on how the system is to be set up, used, trained and deployed. This team should also have the capability to bring other staff as needed for a particular skill need.		X
Establish a clear chain of communication, escalation, and authority.	X	X
Review the process, agenda, resource, and scheduling requirements for the next upcoming activities for the project.	X	X
Agree to the proposed Project Schedule. All Dates and Resources are subject to change based on State's and FAS availability.	X	X
Deliverables: 1. Kickoff Meeting and Next steps 2. Establishment of Core Team 3. Project Schedule		

PLANNING PHASE

Task 2: Project Requirements Review, Configuration Process and Review of Conversion	FAS	State
FAS will perform a walkthrough of BrAD and collect configuration information for: <ul style="list-style-type: none"> ○ Instruments, Resources, Service Tickets & Trouble Calls ○ Operators, Classes, Class Sites & Operator Certifications ○ Security roles 	X	X
FAS will work with the State to define report requirements and obtain approval of five custom reports to be provided by FAS	X	X
FAS will work with the State to plan the provision of a one-time successful upload of the data and will obtain approval. <ul style="list-style-type: none"> • Agencies • Instrument Resources • Operators, Classes, & Operator Certifications 	X	X
State's Core Team and/or appropriate staff will review the configuration document, reports and one-time upload and will provide approval in accordance to an agreed timeline.		X
Deliverables: 1. Configuration document, reports and one-time upload approvals		

CONFIGURING PHASE

Task 3: Stage, Configuration and Integration of BrAD	FAS	State
FAS will Stage the following environments: <ul style="list-style-type: none"> Deployment Testing Production 	X	
<ul style="list-style-type: none"> FAS will configure and stage BrAD in the Configuration services for: <ul style="list-style-type: none"> Instruments, Resources, Service Tickets & Trouble Calls Operators, Classes, Class Sites & Operator Certifications Security roles in accordance with what is agreed in Task 3.	X	
<ul style="list-style-type: none"> Integration with: <i>(There is no customization and/or changes included on this project)</i> <ul style="list-style-type: none"> Existing Training system Incorporate ability to import non-subject test PDF's to BrAD 	X	
FAS will complete the reports in accordance with what is agreed in Task 3.	X	
FAS will perform the one-time upload of data in accordance with what is agreed in Task 3.	X	
FAS will provide the latest Administration and User Guide documentation for BrAD	X	
<u>Deliverables:</u> 1. Install and Configure Application. 2. Completion of Reports 3. Data Migration. All of these deliverables will be completed in the stage environment.		

Task 4: Interfaces	FAS	State
FAS will develop an interface with existing DMT instrument data (Zip file); this development is limited to the scope described in section 3.	X	
FAS will provide Collaboration between DTMB and vendor for: <ul style="list-style-type: none"> Resolution of any technical issues with servers, network access, firewalls, IP address, VPN connections, data transfers, etc. Establishment of a complete Authority to Operate (ATO) before software go live date. Development of an Enterprise Architecture Solution Assessment (EASA) and any information needed to help develop with a Disaster Recovery Plan. DTMB database management Client software packaging and deployment within the SoM network State-level approvals for deployment of software (Authority To Operate) Ongoing service, monitoring, and updating of affected server(s) and software 	X	X
Take ownership and responsibility for all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by FAS. Any delays to the Project, however caused, will necessarily push the timeline for completion of this particular task out, and therefore, will require a Change Order for a project extension.		X
Act as the single point of contact between agencies and/or third party vendors not contracted to FAS but required to support all interfaces.		X
Provide FAS with the physical connections for each interface, to allow FAS to test the functionality of each interface at the time of software installation. If the interfaces are currently in operation, it is the		X
State's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.		
<u>Deliverables:</u> 1. Installed Interfaces		

STABILIZING PHASE

Task 5: Training	FAS	State
FAS will provide training as follows: <ul style="list-style-type: none"> • Training - Administration (1 day class) - maximum of 4 people per class unless otherwise arranged with • Training- Train the Trainer (1 day, 8 users max) 	X	X
State will be responsible for staff training		X
<u>Deliverables:</u> Training Program Completed		

Task 6: Go-Live	FAS	State
FAS will work with the State to create a cutover readiness for operational use of the system.	X	X
Execute a go/no-go meeting with the Agency in conformance with the project schedule against the Cutover Readiness Plan.	X	X
Bring products to operational use and monitor the products, ancillaries, and interfaces up to three (3) days remote (<i>cutover hours will be during State's business hours unless otherwise agreed in the Implementation Plan</i>) this includes the preparation day. Any Cutover delays resulting from or related to State cause shall be supported via remote access rather than onsite.	X	X
At Cutover, begin using the products and notify FAS of any issues in accordance with the Cutover Readiness Plan.		
<u>Deliverables:</u> 1. Cutover Readiness Plan 2. Application(s) placed in production use		

Task 7: Closing Tasks	FAS	State
<u>Turnover Meeting:</u> Arrange and perform a turnover meeting to review the Project and any open issues as outlined on a turnover document with the State, and FAS Success Manager	X	X
<u>Execution of a Certificate of Completion (COD):</u> FAS will deliver a certificate of delivery that will list that all components in Section 3 has been installed, trained and cutover unless otherwise noted via change orders. This COD will serve as the Agency's sign off and acceptance of the project. This certificate will be sent to State/Agency with a request to highlight any exceptions and/or disagreement from completion in five (5) Business Days from delivery of the COD. If FAS does not received any sign off and/or notifications from State/Agency the project will deemed accepted and close after such five (5) Business Days.	X	X
<u>Deliverables:</u> Certificate of Completion Delivery		

ACCEPTANCE CRITERIA:

Acceptance criteria for the deliverables include:

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. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

PAYMENT SCHEDULE:

Contractor may invoice State in accordance to the table below. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

Payment	Task Number and Name	Amount
Payment 1	Upon completion of Task 2: Project Requirements Review, Configuration Process and Review of Conversion.	\$80,195.00
Payment 2	Completion of Task 3: Stage, Configuration and Integration of BrAD in the stage environment.	\$64,156.00
Payment 3	Completion of Task 6: Go-Live or 180 days after payment 2 whichever occurs first.	\$16,039.00
	Total	\$160,390.00
	Maintenance will start at the installation of such a product(s) in the stage environment	\$13,750.00

EXPENSES:

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

PROJECT CONTACTS:

The designated Contractor contacts are:

ROLE	RESPONSIBILITIES	POC(s)	Contact Information
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	<ul style="list-style-type: none"> <i>Vice-President of Professional Services</i> <i>Professional Services Director</i> 	Diva Mayeau dmayeau@caliberpublicsafety.com Chad Brymer cbrymer@caliberpublicsafety.com
Project Manager	The project manager will be the primary point of contact and responsible for the management of this SOW and associated FAS Deliverables	<i>Project Manager</i>	Alicia Bremner abremner@caliberpublicsafety.com
Sales Executive	The sales executive will be the point of contact for any questions about the sale and future change orders	<i>Sales Executive</i>	Brent Smith BSmith@forensicadvantage.com
Technical Services Team	The Technical Team is responsible for data migrations, Software, Interface Installation, and Deployments.	<i>Technical Team</i>	Dave Romig Sr. dromig2@forensicadvantage.com Rick Matherly Rmatherly@Forensicadvantage.com
Application Consultant /Business Systems Analyst Team	Through the implementation, Application Consultants and/or Business Systems Analyst will be assigned to review existing processes and consult in how to best implement the systems in Operations; this includes review of current practices, data, and/or internal processes. This team will also be the team that will provide training and cutover support on the applications being deployed	<i>Application Consultants/ Business Systems Analyst</i>	Karen Keller kkeller@cforensicadvantage.com
Customer Support Services Team	Following go-live, you will be assigned a FAS Customer Success Manager who will be your "go-to" resource for questions, issues, additional training, and onsite support as required. While you are always free to call our main Customer support number, your Customer Success Manager will serve as a direct resource to support your day-to-day FAS needs.	<i>Vice-President of Customer Support</i> <i>Customer Success Manager</i>	Derek Smith dsmith@caliberpublicsafety.com TBD

The designated Agency Program Manager is:

Insp. John Bowen
 Michigan State Police
 Forensic Science Division - Administration
 MSP Lansing Laboratory
 7320 N. Canal Rd.
 Lansing, MI 48823
 517-284-3486
 517-636-4470
bowenj1@michigan.gov

The designated DTMB Program Manager is:

Anwar Raja
 Department of Technology, Management & Budget
 734-377-4494
RajaA1@michigan.gov

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work remotely.

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 Eastern Time are to be observed unless otherwise agreed to in writing.

HARDWARE

The Hardware needed to be supplied by DTMB for this project is described below . FA BrAD implements a form of Service Oriented Architecture operating on a Windows 10 client, Windows 2016 or later application server with access to a Microsoft SQL Server database. FA BrAD does not require exclusive access to these hardware resources.

FA BrAD implements a form of Service Oriented Architecture operating on a Windows 10 client, Windows 2016 or later application server with access to a Microsoft SQL Server database. FA BrAD does not require exclusive access to these hardware resources.

	Operating System	Available Memory	Available Storage
Client	Windows 10 64-bit	2 GB	64 MB
App Server	Windows 2016 or later	2 GB	2 GB
Database Server	SQL Server 13 (2016) or later	2 GB	4 GB

These are nominal requirements that should support 250 instruments, 500 agencies, 10,000 operators and 250,000 test instances.

FUNCTIONALITY CHANGES

Such products will not be customized by FAS at the State's request other than as specifically identified and priced in a subsequent statement of work and Contract Change Notice.

Accordingly, the Contractor will provide the FAS products in accordance with the functionality outline on:

- Attachment A. Interface Control Document
- Attachment B. FA BrAD User Guide and

Any additional functionality and/or enhancements will need to be discussed with DTMB and might necessitate a change order and/or State's workflows to change to adapt to the FAS Products.

Attachment A. Interface Control Document

Definition	Description
Description of the interface, user interaction and expected result (<i>Expected flow and type of data to be exchanged between systems; New data to be captured and/or Any new capabilities that are expected</i>)	The purpose of this interface is to provide an automated mechanism of importing DataMaster DMT Instrument data into the BrAD application.
Products to interact with the interface	BrAD
Transport(s) - Method of delivery	The data files will be manually exported from the DataMaster DMT Instruments, physically transported to the central MSP location and uploaded to a shared network drive. The configuration of the shared network drive and the mechanism of physical transport of the files is the responsibility of MSP.
Platform	Windows Server; .NET Core
Information Exchanged	<p>The external source system will provide breath alcohol test data in the form of an XML document. Sample data provided by MSP contains 8 different xml formats which represent different types of tests.</p> <p>Certain test types also include a PDF file which mimics the instrument printout of the test results.</p>
Data Format	The data exported from the DataMaster DMT Instruments is in XML format with PDF files for some test types.
Data Flow	<p>This interface is a one-way data import process between the shared network drive and BrAD. The import process will be installed on a server at the central MSP location and must have access to the shared network drive.</p> <p>Processing is initiated via a Windows scheduled task. XML and PDF documents are retrieved from the shared network drive for import into the BrAD database. Successfully processed files will be archived to a "Processed" subfolder. Files with processing errors will be moved to an "Error" subfolder and the errors will be logged to the import process log file.</p>
Data Flow Details	See above
Data Exchange Frequency	Configurable within Windows task scheduler
Frequency Details	Configurable within Windows task scheduler
Triggering events (what triggers the data transfer (a push of a button, a scheduled job, an approved report, etc.)	The creation of a new file in the shared network folder will trigger the import process.
Any samples of the information to be exchanged (In particular with XML messages it is useful to get an XSD, which is a definition of the XML document, and a sample if available)	The DataMaster DMT instrument determines the XML format of the data to be imported. A batch of sample XML files was provided by MSP which included 8 different XML formats representing different test types. Any significant deviation from these 8 formats will require a change order.
Agencies that will utilize interface	Michigan State Police

Attachment B. FA BrAD User Guide

Introduction

The BrAD application enhances and facilitates users' work with the Breath Alcohol Database. BrAD manages information needed to respond to calls from courts, legal representatives, and law enforcement personnel. BrAD provides a means of easily and accurately entering, maintaining, and modifying critical information with the ability to quickly find, modify, and print information as needed.

ABBREVIATIONS

Please see the table below for abbreviations used throughout this guide.

Table 1 – Abbreviations

Abbreviation	Description
BAC	Breath Alcohol Concentration
DUI	Driving Under the Influence
OR	Object Repository
ORI	Originating Agency Identifier is a unique nine-character identifier the National Crime Information Center has assigned to each Law Enforcement Agency in coordination with the Chief Security Officer. The Uniform Crime Reporting program uses this identifier to indicate a contributing agency.
e.g.	Abbreviation meaning “for example”
FA BrAD	Forensic Advantage Breath Alcohol Database

NOTATION CONVENTIONS

The following fonts, symbols, and style conventions are used throughout this guide.

Table 2 – Notation Conventions

Notation	Description	Example
Bold	Action buttons	Cancel, Open File
<i>Italics</i>	Screen, pane or module names	<i>Submission Details, Evidence</i> module
<i>Bold and Italics</i>	Keys on keyboard or notes	<i>Tab, Enter, Note: Pay close attention</i>

TERMINOLOGY

The following table describes basic terms used throughout FA BrAD.

Table 3 – Terminology

Term	Description
Agency	Any organization that employs law enforcement personnel or houses an instrument.
Calibration	Configuring an instrument to provide a result within an acceptable range.
Certification	Documents critical information about an instrument and details related to its calibration.
Class	Training opportunity for operator certification.
Incident	Occasion that calls for use of breath alcohol equipment.
Instrument	Evidential breath test equipment.
Operator	Individual who has successfully completed certification for evidential breath test equipment.
Resource	Any type of physical item (e.g. gas cylinder, printer, card reader, etc.) that is identifiable by a unique serial number.
Service Ticket	Record of service performed on an instrument, including but not limited to calibration and certification.
Technician	Operator who performs service and/or maintenance on an instrument.
Trouble Call	Used to request a service technician to check, repair, or replace an instrument.

SYSTEM VIEW

FA BrAD is a feature-rich application that provides a dynamic view of its contents. The primary components of the user interface are the *Navigation Pane*, *Contents Pane* and the Ribbon.

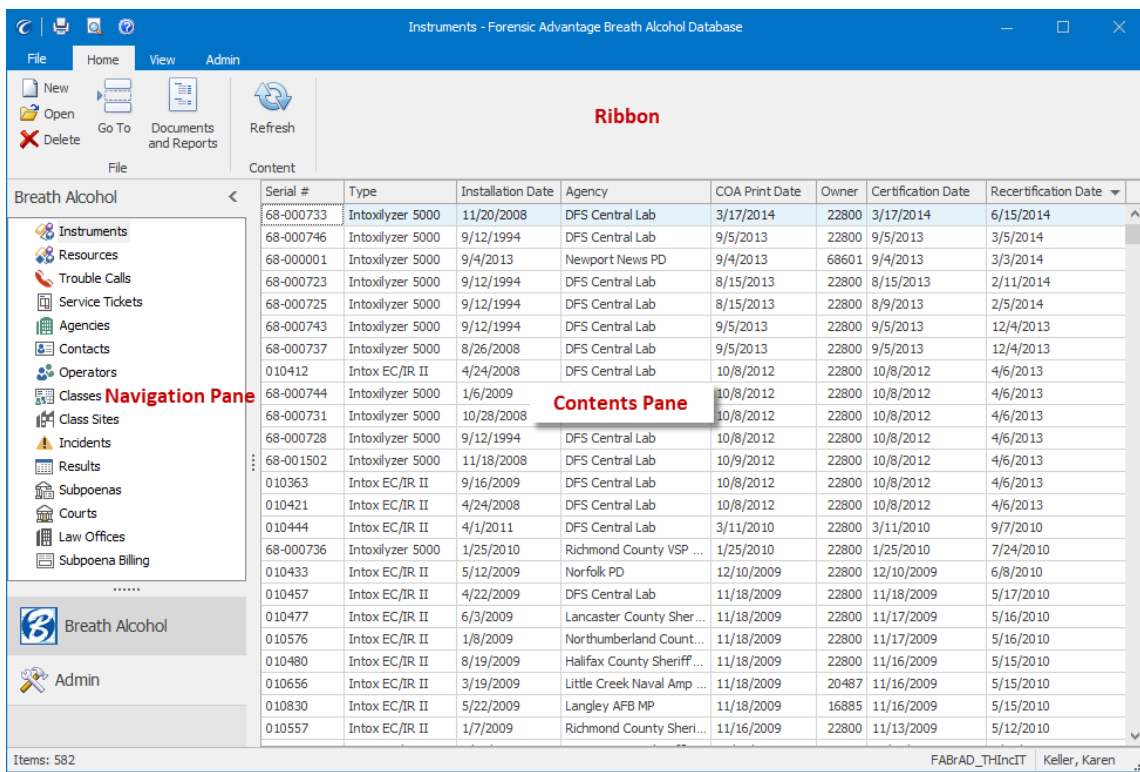


Figure 1 – Instruments View

NAVIGATION PANE

The *Navigation Pane* provides a functional directory and is used to select high level categories within the application.

CONTENTS PANE

The *Contents Pane* populates the relevant data from the selection made in the *Navigation Pane*. Double-clicking a row in the *Contents Pane* typically displays a window with additional information or functions related to that entry. The *Contents Pane* can be customized per user (see section on [CUSTOMIZING YOUR WORKSPACE](#)).

RIBBON

The ribbon allows for easy navigation and access to the available menu options. Each set of actions is grouped together into a section grouping or ribbon tab. Clicking an icon results in the same action as selecting a drop-down menu option.

Table 4 – Basic Ribbon Options

Grouping	Option	Effect
File	New	Opens a blank form to create a new entity.
	Open	Opens a form for the entry selected in the <i>Contents Pane</i> .

Grouping	Option	Effect
	Delete	Deletes the entry selected in the <i>Contents Pane</i> .
	Go To	Opens <i>Go To</i> form to find an entity by entering the associated identification number.
	Documents and Reports	Opens <i>Select a Report</i> to display a list of documents and reports that can be run, based on the current context. See Appendix 1 - Select a Report .
Content	Refresh	Updates the <i>Contents Pane</i> with any recent changes.

MANAGING SETTINGS

The File Tab menu provides options for exporting information from FA BrAD and accessing user settings and notifications.

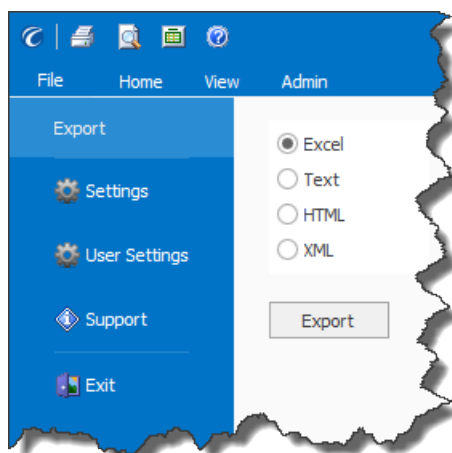


Figure 2 – File Tab Options

Table 5 – File Tab Options

Option	Effect
Export	Opens <i>Save As</i> dialog to select a location in which to export data displayed in the <i>Contents Pane</i> in one of the selected formats.
Settings	Opens <i>Forensic Advantage Settings</i> to set a logging level and view/modify path where the log file is stored.
User Settings	Opens <i>BrAD User Settings</i> to select default values and load options (see Figure 3 – BrAD User Settings).
Support	Opens <i>Forensic Advantage Support</i> to display system information and current logs.
Exit	Exits the FA BrAD application.

USER SETTINGS

BrAD User Settings (see **Figure 3 – BrAD User Settings**) allows users to set individual configuration settings. One of the settings allows the user to customize the application so that it displays the view most often used. For example, a user who typically receives Subpoena information from the courts may select the Subpoena module to display on start up. A user who responds to calls from legal representatives interested in Instrument and Operator information may select the Instrument or Operator module to display upon opening the application. See **Table 6 – BrAD User Settings** for a description of the available settings.

Table 6 – BrAD User Settings Descriptions

Field	Description
Signature	Select from the Signature names available, for use on reports.
Fax Sender	Select from Fax Sender names available, for use on fax documents.
Default View	Select the view that should display by default when FA BrAD loads.
Entities to Cache on BrAD Load	When the BrAD client application loads, it can download and cache entities to minimize communication with the BrAD services. The tradeoff is fast access time vs. fast application loading.

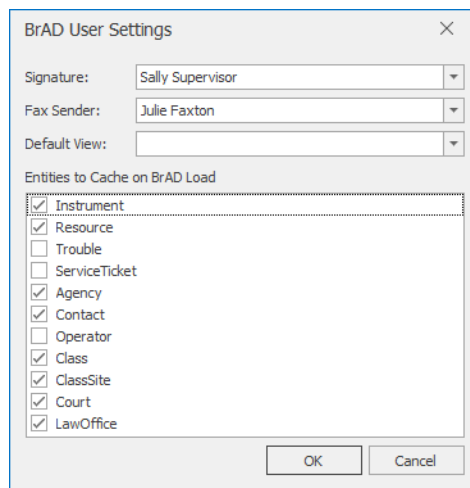


Figure 3 – BrAD User Settings

To manage user settings:

- 1) Click the File Tab at the top of the ribbon in the main FA BrAD user interface (see **Figure 2 – File Tab Options**).
- 2) Select **User Settings** to open *BrAD User Settings* (see **Figure 3 – BrAD User Settings**).
- 3) Change drop-down and/or checkbox selections, as needed.
- 4) Click **OK** to save any updates.

CUSTOMIZING YOUR WORKSPACE

The View Tab ribbon offers multiple options for customizing the *Contents Pane* of FA BrAD.

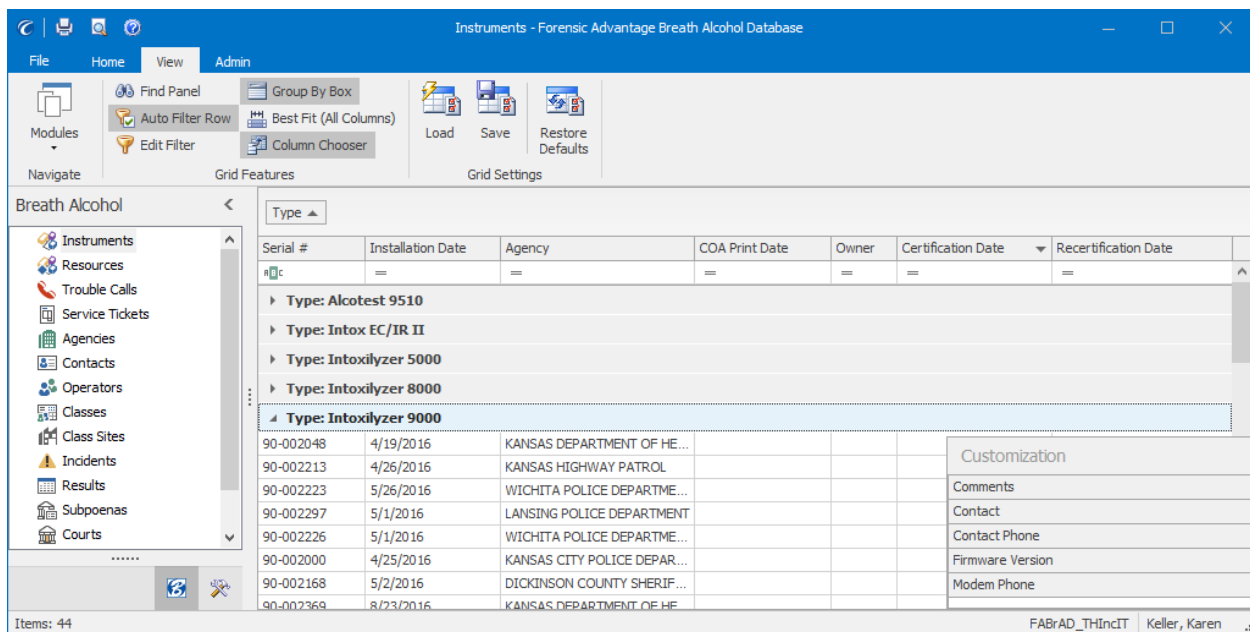




Figure 4 – Customize View

Table 7 –View Tab Ribbon Options

Grouping	Option	Effect
Navigate	Modules	Drop-down allows you to navigate to desired module.
Grid Features	Find Panel	Display a panel at the top of the <i>Contents Pane</i> in which to perform a text search.
	Auto Filter Row	Displays row in which user can enter text on which to filter the current column.
	Edit Filter	Displays the <i>Filter Editor</i> to allow users to add or modify filters.
	Group By Box	Toggles visibility of Group Panel at top of <i>Contents Pane</i> .
	Best Fit (All Columns)	Automatically sets the width of all columns based on the optimal width to fit the contents.
	Column Chooser	Toggles visibility of <i>Customization</i> box which contains any available columns that are not currently displayed.
Grid Settings	Load	Opens <i>Load Grid Settings</i> to select previously saved grid settings from a file or database profile.
	Save	Opens <i>Save Grid Settings</i> to save current settings to a file or database profile.

Grouping	Option	Effect
	Restore Defaults	Resets <i>Contents Pane</i> to default grid settings.

SORTING

Sorting is built into columns throughout the FA BrAD user interface. Click on a column header to sort  ascending. Click on the column header again to reverse order  descending. An arrow appears in the column heading to designate the current order of the column. Use **Shift**-click to sort multiple columns.

FILTERS

In each view within FA BrAD, the **Auto Filter Row** option activates a row in which the user can enter criteria upon which to filter the active column. Entering a value filters the *Contents Pane* to display only entries that match the entered criteria.

To filter the *Contents Pane*:

- 1) Click the View Tab at the top of the ribbon menu (see **Figure 4 – Customize View**).
- 2) Select **Auto Filter Row** in the Grid Features grouping of the ribbon to display the filter row.
- 3) Enter the filter criteria into the associated column; start typing to advance to the value.
Note: Contents Pane automatically updates to display only the entries which match the entered column filter(s).
- 4) To reset the *Contents Pane*, click the X next to the filter(s) at the bottom of the *Contents Pane*.

To modify the filter(s):

- 1) Select **Edit Filter** in the Grid Features grouping of the ribbon to display the *Filter Editor*.
- 2) Change the operator(s) by selecting the operator link and choosing the appropriate option from the available list.
- 3) Click **Apply** to update the *Contents Pane*.
- 4) After all changes are made, click **OK** to close the *Filter Editor*.

GROUPING

Group By Box activates a group panel at the top of the *Contents Pane* to facilitate grouping entries per heading(s) and sub-heading(s).

To use group headers to sort the *Contents Pane*:

- 1) Click the View Tab at the top of the ribbon menu (see **Figure 4 – Customize View**).
- 2) Click **Group by Box** in the Grid Features grouping of the ribbon to display the group panel at the top of the *Contents Pane*.
- 3) Drag one or more column headings into the group panel to group the entries.
- 4) Click the > next to an entry in the *Contents Pane* to expand/collapse the results.
- 5) To reset the *Contents Pane*, drag the column header(s) back to the desired location in the grid.

COLUMNS

Column Chooser activates a *Customization* box (see **Figure 4 – Customize View**) that contains all available column headers for the *Contents Pane*. Choose which characteristics to view in the *Contents Pane* for any view in FA BrAD. To adjust column width, drag the column edge, double-click the column divider to auto fit the width, or right-click and select **Best Fit (all columns)**.

To select which columns to view in the *Contents Pane*:

- 1) Click the View Tab at the top of the ribbon menu (see **Figure 4 – Customize View**).
- 2) Select **Column Chooser** from the Grid Features grouping of the ribbon to display *Customization* box.
- 3) Right-click a column header in the *Contents Pane* and select **Hide This Column** or drag the column header to the *Customization* box.
- 4) Right-click a column header in the *Customization* box and select **Show This Column** to display the column in the *Contents Pane* or drag the column into the grid.
- 5) When column customization is complete, de-select **Column Chooser** in the Grid Features grouping of the ribbon.

AD-HOC REPORT

The title bar of the FA BrAD user interface offers options to view and print the current information displayed in the *Contents Pane* to create an ad-hoc report.

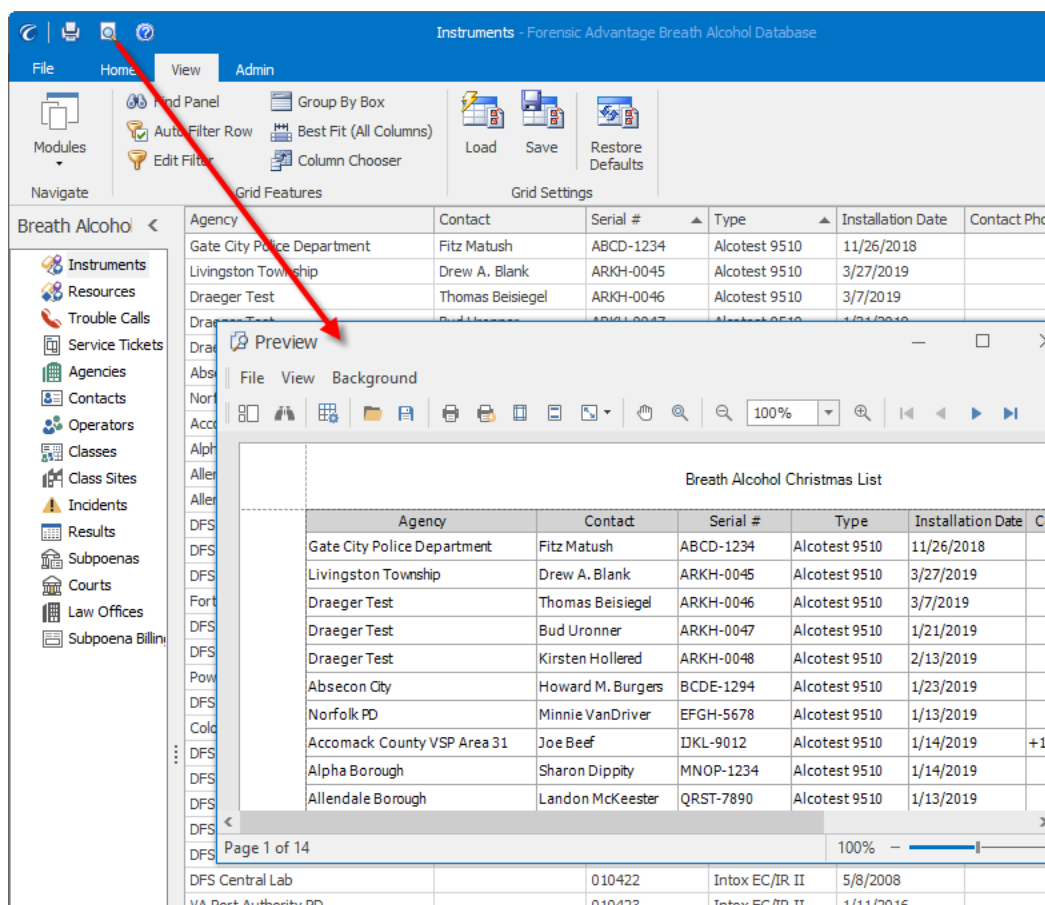



Figure 5 - Create an Ad-Hoc Report

To print an Ad-hoc report:

- 1) Customize the *Contents Pane* of any view to display the content of the ad-hoc report.
- 2) Click the Print Preview icon  in the title bar to open *Preview*.
- 3) Configure the report output as desired.
- 4) **Print**, **Export** or **Email** the Ad-hoc report in the *Contents Pane* by selecting the associated option from the *Preview File* menu.
- 5) When finished, close *Preview*.


GRID SETTINGS

While many of the customization tools available for the *Contents Pane* are used to search and sort entries, they also create unique workspaces that suit individual needs. Thus, FA BrAD provides options to save grid settings. Users can import and load another employee's grid settings to share effective organization techniques or ad-hoc reporting views.

To save grid settings:

- 1) Click the View Tab at the top of the ribbon menu and customize the *Contents Pane*.
- 2) Select **Save** from the Grid Settings grouping of the ribbon to open *Save Grid Settings*.
- 3) Choose whether to Save to database profile, so other users may access, or Save to a file, for individual use.
- 4) Enter a Name and click **Save**.

To load grid settings:

- 1) Click the View Tab at the top of the ribbon menu.
- 2) Select **Load** from the Grid Settings grouping of the ribbon to open *Load Grid Settings*.
- 3) Select from saved database profiles or click  to browse for a previously saved file.
- 4) Click **Load** to close the dialog and load grid settings into the *Contents Pane*.

Instruments

FA BrAD tracks maintenance history and certifications for instruments and operators. Open an instrument or view an instrument's reports as well as modify an instrument's information and configuration. Users can transfer an instrument's location, view its location history, enter a trouble call, or record a service ticket.

INSTRUMENT FORM

The *Instrument* form is used to add, modify, and display all information pertaining to an instrument. When entering new instruments, Serial Number, Type, Status and Agency are required.

Figure 6 - New Instrument

Table 8 - Instrument Fields

Field	Description
Serial Number	Enter Serial Number for the instrument; format is defined per instrument type.
Firmware Version	Enter the associated version for the instrument.
Type	Select from administratively configured instrument types.
Certification Date	Date on which the instrument was last certified; auto-populates when service ticket is entered for certification.
Recertification Date	Auto-populates based on selected instrument type and Certification Date. Administrators configure the recertification period per instrument.
COA Print Date	Date on which the Certification of Instrument Accuracy was printed.
Owner	Agency that purchased the instrument.
In Service	Date on which the instrument was activated for use.
Out of Service	Date on which the instrument was removed from service.
Contact	Enter information for the reference person for the instrument.
Agency	Select agency where instrument is currently located.
Start	Installation Date; editable when entering new. Updated when transferring locations.
Status	Current status of the instrument.

To add an instrument:

- 1) Navigate to the Instruments View.
- 2) Click **New** in the File grouping of the ribbon to open *New Instrument*.
- 3) Select the Type of instrument, the Agency where the instrument is located and the current Status of the instrument.
- 4) Enter the Serial # of the instrument.
Note: Must conform to Serial Number format configured for instrument type.
- 5) Enter any other available information for the instrument.
- 6) Click **Attachments** in the Actions grouping of the ribbon to upload and store files in the instrument's *Object Repository*, if needed.

To move an instrument:

- 1) Navigate to the Instruments View.
- 2) Click **Go To** in the File grouping of the ribbon to open *Go To Instrument*.
- 3) Enter the instrument's Serial Number, then click **OK** to open *Instrument*.
Note: If you do not know the Serial Number, use the column filters for Instrument Type and/or Agency to locate the instrument, then click Open in the File grouping of the ribbon.
- 4) Click **Transfer Location** in the Actions grouping of the ribbon to open *Instrument Location Change* (see **Appendix 3 – Instrument Location Change**).
- 5) Installation Date defaults to current date and time but may be changed.
- 6) Select the name of the Agency to which the instrument is being moved.
- 7) Enter any Comments related to the instrument location change.
- 8) Click **OK** to save the transfer information and populate the Location History tab of *Instrument*.

RESOURCES

The *Resource* module handles management of any serial numbered resources and provides basic usage and inventory tracking. Each instrument can have one or more instances of associated resource types, such as gas cylinders. Additional options are available in the ribbon of the Resources View. Users can multi-select resources in the grid, then scan or import a document to link it with all the selected resources.

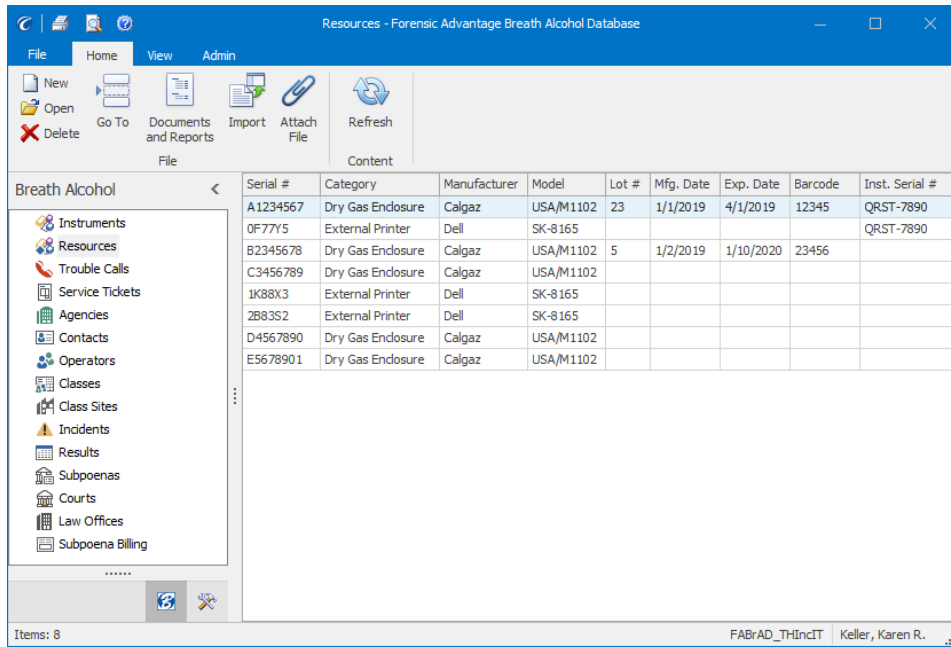


Figure 7 - Resources View

Table 9 - Resources View Ribbon Options

Grouping	Option	Effect
File	New	Opens <i>New Resource</i> to add a resource entry.
	Open	Opens <i>Resource</i> to view or modify the entry selected in <i>Contents Pane</i> .
	Delete	Deletes the entry selected in the <i>Contents Pane</i> .
	Go To	Opens <i>Go To Resource</i> to find a resource by entering the associated Serial Number.
	Documents and Reports	Opens <i>Select a Report</i> to display a list of documents and reports that can be run, based on the current context. See Appendix 1 - Select a Report .
	Import	Select a comma-separated (.csv) file from which to import resources.
	Attach File	Select a file to attach to the resource(s) selected in the <i>Contents Pane</i> .
Content	Refresh	Updates the <i>Contents Pane</i> with any recent changes.

Figure 8 - New Resource

To add a new resource:

- 1) Navigate to the Resources View.
- 2) Click **New** in the File grouping of the ribbon to open *New Resource*.
- 3) Enter the Serial Number and Lot Number.
- 4) Select the Type; administratively configured Category and Description auto-populate associated fields.
- 5) Enter the appropriate dates and Barcode, if applicable.
- 6) Enter any Comments, if needed.
- 7) Click **Save & Close** when complete or **Save & New** to enter additional resources.

To assign a resource to an instrument:

- 1) Navigate to the Instruments View.
- 2) Click **Go To** in the File grouping of the ribbon to open *Go To Resource*.
- 3) Enter the resource's Serial Number, then click **OK** to open *Resource*.
- 4) **Note: If Serial Number is unknown, use the column filters for Category and/or Instrument Serial # to locate the resource, then double-click to open.**
- 5) Click **Change Assignment** in the Actions grouping of the ribbon to open *Change Resource Assignment*.
- 6) Enter the Serial # for the instrument to which the resource should be assigned.
- 7) Enter Comments, if needed.
- 8) Click **OK** and grid will populate with assignment information.
- 9) Click **Save & Close**.

TROUBLE CALLS

The *Trouble Call* form is used to request a service technician to check, repair, or replace an instrument. When an instrument has been damaged or is malfunctioning, it needs to be serviced. Enter a new trouble call to alert a service technician. After the instrument is repaired, it needs to be re-activated for use or, if the instrument is beyond repair, flagged as inactive.

Figure 9 - New Trouble Call

To enter a trouble call:

- 1) Navigate to the Instruments View.
- 2) In the *Contents Pane*, select the instrument that is having trouble, then click **Open** in the File grouping of the ribbon to display *Instrument*.
- 3) Click **New** in the Trouble grouping of the ribbon to open *New Trouble Call*.
Note: Serial Number and Agency fields are populated based on selected instrument and may not be changed.
- 4) Enter the Contact Name and Phone number.
- 5) Set the Instrument Status to Inactive.
- 6) Select the Indication of the issue, then enter any additional information in the available text fields.
- 7) Select the name of a Technician to assign to the issue.
- 8) Click **Save & Close** when complete or **Save & New** to enter additional trouble calls.

To find a trouble call:

- 1) Navigate to the Trouble Calls View.
- 2) If you know the Trouble Ticket #:
 - a. Click **Go To** in the File grouping of the toolbar to open *Go To Trouble*.
 - b. Enter the Trouble Ticket #, then click **OK** to view *Trouble Call*.
- 3) If the trouble call has been assigned to you:
 - a. Click on the View Tab and select **Auto Filter Row** in the Grid Features grouping of the ribbon, if needed.

- b. In the Technician column of the filter row, type your name and the grid will update with all trouble calls where you are the assigned technician.
Note: You can enter additional filters to narrow the list.
- c. Select the appropriate Open trouble call, then double-click the entry to view *Trouble Call*.

To modify open trouble calls:

- 1) Open *Trouble Call* to view the details of the repair request.
- 2) Select the Response and enter any additional information in the available text field.
- 3) Select the appropriate Resolution and enter any additional information in the available text field.
- 4) Click **Attachments** in the Actions grouping of the ribbon to add any associated files or documents.
- 5) Update the Trouble Call Status.
- 6) If the instrument has been repaired, change the Instrument Status to Active.
- 7) To open a new service ticket for the associated instrument:
 - a. Click **Open Instrument** in the Actions grouping of the ribbon to open *Instrument*.
 - b. Click on the Service Tickets Tab, then click **New** in the Service grouping of the ribbon to open *New Service Ticket*.
 - c. Select your Operator ID as the Technician.
 - d. Select checkbox for Calibrated and/or Certified, if appropriate.
 - e. Click **Save** in the Actions grouping of the ribbon.
 - f. Select any open trouble calls that have been resolved with the current service ticket, then click **Close Selected** in the Trouble Calls grouping of the ribbon.
 - g. Click **Save & Close** when complete to return to *Instrument*.
- 8) **Save & Close Instrument**, then **Save & Close Trouble Call**.

SERVICE TICKETS

The *Service Ticket* form is used for recording all services to instruments stored in the database. When an instrument is serviced by a technician, it needs to be recorded in the database.

The screenshot shows the 'New Service Ticket' window. The ribbon at the top contains the following groups and items:

- Actions:** Save, Save & New, Documents and Reports, Attachments, Open Instrument
- Trouble Calls:** Select All, Clear Selection, Close Selected
- Save & Close** (button)

The main form area is divided into two sections:

- Details:**
 - Ticket Serial Number: S-67
 - Service Date: 3/7/2019
 - Entry Date: 3/7/2019
 - Technician: [Empty field]
 - Certification Date: [Empty field]
 - Calibrated: ☐
 - Certified: ☐
 - Comments: [Large text area]
- Open Trouble Calls:**

Ticket	Date	Indication Code	Indication

Figure 10 - New Service Ticket

To add a service ticket:

- 1) Navigate to the Instruments View.
- 2) In the *Contents Pane*, select the appropriate instrument, then click **Open** in the File grouping of the ribbon to display *Instrument*.
- 3) Click **New** in the Service grouping of the ribbon to open *New Service Ticket*.
Note: Serial Number and Certification Date fields are populated based on selected instrument and are Read-Only.
- 4) Select the appropriate Technician name.
- 5) Select the checkboxes for Certified and/or Calibrated, as appropriate.
Note: If Certified checkbox is selected, the Certification Date will update to current date when ticket is saved.
- 6) Click **Attachments** in the Actions grouping of the ribbon to add any associated files or documents.
- 7) Add or modify Remarks, as needed.
- 8) Click **Save & Close** when complete or **Save & New** to enter additional service tickets for the current instrument.
Note: A Certification of Instrument Accuracy may print on save, if configured.

To find a service ticket:

- 1) Navigate to the Service Ticket View.
- 2) If you know the Service Ticket #:
 - a. Click **Go To** in the File grouping of the toolbar to open *Go To Service Ticket*.
 - b. Enter the Service Ticket #, then click **OK** to view *Service Ticket*.
- 3) If you know the Service Date:
 - a. Click on the View Tab and select **Auto Filter Row** in the Grid Features grouping of the ribbon, if needed.
 - b. Enter the appropriate data in the associated columns of the filter row to narrow the results in the *Contents Pane*.
 - c. Select the appropriate ticket, then double-click the entry or click **Open** in the ribbon to view *Service Ticket*.

To modify open service tickets:

- 1) In *Service Ticket*, select checkbox for Calibrated and/or Certified, if appropriate.
- 2) Add or modify Remarks, as needed.
- 3) Click **Attachments** in the Actions grouping of the ribbon to add any associated files or documents.
- 4) Select any open trouble calls that have been resolved with the current service ticket, then click **Close Selected** in the Trouble Calls grouping of the ribbon.
- 5) Click **Save & Close** when complete.

Agencies

An agency is any organization that employs law enforcement personnel or houses an instrument. Agencies View provides search parameters at the top of the *Contents Pane*. It also provides an option to **Import** a list of agencies from a .csv file.

Agency Id	Name	Type	Mailing Address	City	State	Postal Code	Country	Phone
1330	Aberdeen Township	Police Dept.			New Jersey		United States	
155	ABILENE POLICE DEPARTMENT	Police Dept.	419 N. BROADWAY	ABILENE	Kansas	67410	United States	
	Abingdon PD	Other	3710 Demo Rd	Abingdon	Virginia	24210	United States	+1 540-628-3111
	Absecon City	Police Dept.			New Jersey		United States	
	Accomack County SO	Sheriff's Office	9605 Demo Rd	Melfa	Virginia	23410	United States	+1 757-787-1132 ext....
	Accomack County VSP Area 31	State Police	4049 Demo Rd	Melfa	Virginia	23410	United States	+1 757-787-5813
	Albemarle County PD	Police Dept.	8509 Demo Rd	Charlottesville	Virginia	22902	United States	+1 804-296-5807 ext....
	Albemarle County SO	Sheriff's Office	0427 Demo Rd	Charlottesville	Virginia	22902	United States	+1 804-236-6644 ext....
	Albemarle County VSP Area 18	State Police	5461 Demo Rd	Charlottesville	Virginia	22906-6187	United States	+1 804-293-3223 ext....
	Alberta PD	Police Dept.	9281 Demo Rd	Alberta	Virginia	23821	United States	+1 434-949-7443
	Alexandria PD	Police Dept.	8911 Demo Rd	Alexandria	Virginia	22314-4658	United States	+1 703-838-4444
	Alexandria SO	Sheriff's Office	4483 Demo Rd	Alexandria	Virginia	22314	United States	+1 703-750-6581
1001	Alexandria Township	Police Dept.			New Jersey		United States	
2101	Allamuchy Township	Police Dept.			New Jersey		United States	

Figure 11 - Agencies View

AGENCY FORM

The *Agency* form is used to display, update, delete, and add new agencies to the database. After initial creation, the *Agency* form also provides visibility to the agency contacts, operators, instruments and incidents associated with the agency.

General

Customer Id: Agency Id: Location Code:

Name:

Card Agency Name:

Type: ORI:

Pref. Class Site: Valid For: ☐ Operators ☐ Instruments

Phone: + 1 x

Fax: + 1

Mailing Address

United States

New Jersey

Shipping/Street Address

United States

New Jersey

Primary Contact

Name: Phone:

E-mail: Fax:

Figure 12 - New Agency

To add a new agency:

- 1) Navigate to the Agencies View.
- 2) Click **New** in the File grouping of the ribbon to open *New Agency*.
- 3) Enter the Name of the Agency.
- 4) Select the Type of agency.
- 5) Select the Preferred Class Site, if appropriate.
- 6) Enter Phone and Fax numbers, if available.
- 7) Select the checkboxes to indicate whether the agency is valid for Operators and/or Instruments.
- 8) Enter the Mailing Address of the agency and de-select checkbox to enter a separate Shipping Address, if needed.
- 9) Click **Save**, then click **Add** in the Contacts grouping of the ribbon to add one or more contacts for the agency. (See To add an agency contact for detailed instructions.)
Note: The first contact entered is listed as the Primary Contact but may be changed.
- 10) Click **Save & Close** if agency entry is complete or click **Save & New** to enter additional agencies.

To find an agency:

- 1) Navigate to the Agencies View.
- 2) If you know the Agency ID:
 - a. Click **Go To** in the File grouping of the toolbar to open *Go To Agency*.
 - b. Enter the ID #, then click **OK** to view *Agency*.
- 3) To search with parameters:
 - a. In the *Contents Pane*, enter any known agency information in the associated field(s).
 - b. Click **Search** and the *Contents Pane* will update with related records.
 - c. Select the appropriate agency, then double-click the entry or click **Open** in the ribbon to view *Agency*.

CONTACTS

The *Contact* form is used to add, modify, and delete agency or law office contacts in the database. *Contact* is a sub form available in the *Agency* and *Law Office* forms.

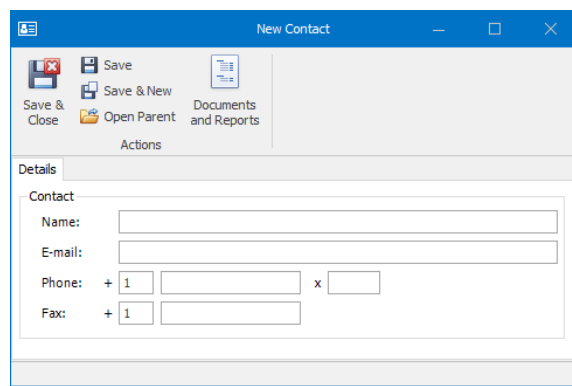


Figure 13 - New Contact

To add an agency contact:

- 1) In *Agency*, click **Add** in the Contacts grouping of the ribbon to open *New Contact*.

- 2) Enter the contact's Name.
- 3) Enter the contact's E-mail address.
- 4) Enter the contact's Phone number, with extension, if applicable.
- 5) Enter the contact's Fax number, if available.
- 6) Click **Save & Close** if contact entry is complete; click **Save & New** to enter additional contacts for the selected agency.

Operators

An operator is any individual who has successfully completed certification for evidential breath test equipment. The Operators View allows you to search based on entered parameters. Ribbon options also facilitate importing operators and/or operator certifications.

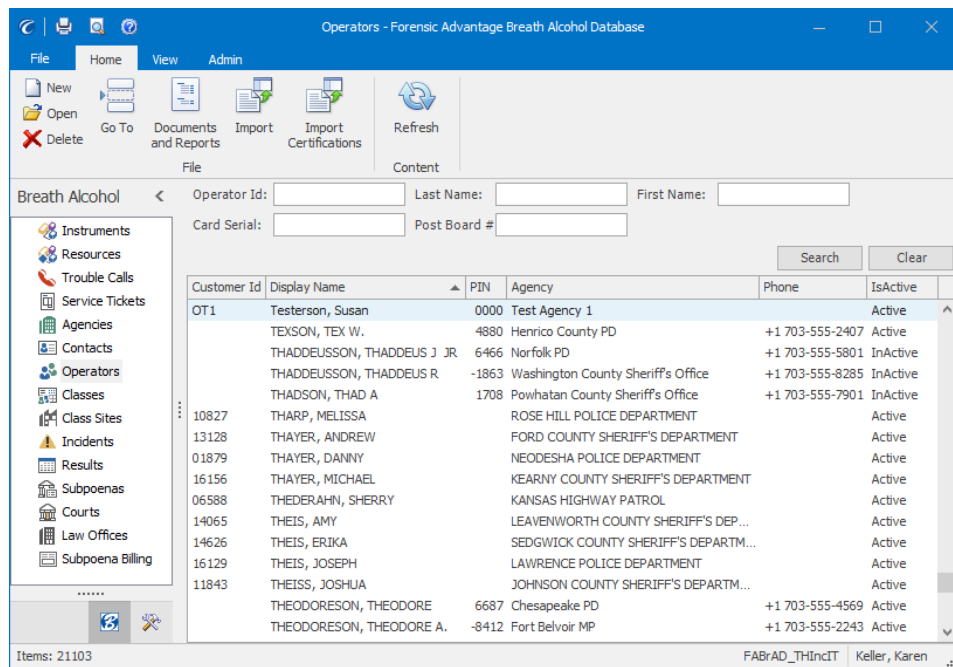


Figure 14 - Operators View

Table 10 - Operators View Ribbon Options

Grouping	Option	Effect
File	New	Opens <i>New Operator</i> , to enter information for a certified individual.
	Open	Opens <i>Operator</i> to view or modify the selected entry.
	Delete	Deletes the selected operator entry.
	Go To	Opens <i>Go To Operator</i> to locate a specific individual.
	Documents and Reports	Opens <i>Select a Report</i> to display a list of documents and reports that can be run, based on

Grouping	Option	Effect
		the current context. See Appendix 1 - Select a Report .
	Import	Import operators from a comma-separated (.csv) file. <i>Note: Administrators have access to templates configured for each entity type available for import.</i>
	Import Certifications	Import operator certifications from a comma-separated (.csv) file.
Content	Refresh	Updates the view with any recent changes.

OPERATOR FORM

The *Operator* form is used to display, update, delete, and add operators to the database. The Type field is used by the BrAD application to determine special types of operators. If the Technician box is checked, the operator will populate the Technician drop-down in the *Trouble Call* and *Service Ticket* forms. If the Instructor box is checked, the operator will populate the Instructor drop-down in the *Class* form.

The screenshot shows the 'New Operator' form with the following fields and sections:

- General Section:**
 - Customer Id: [Text Box]
 - Agency: [Dropdown Menu]
 - E-mail: [Text Box]
 - Phone: + 1 [Text Box] x [Text Box]
 - Title: [Text Box]
 - Secondary E-mail: [Text Box]
 - Shared E-mail: [Text Box]
 - Identity Store Id: [Text Box]
 - Operator Id: 30559 [Text Box]
 - Badge #: [Text Box]
 - Status: [Dropdown Menu]
 - SSN/DLN: [Text Box]
 - Card Serial: [Text Box]
 - PIN: 0000 [Text Box]
 - Post Board #: [Text Box]
- Name/Type Section:**
 - Last: [Text Box]
 - First: [Text Box]
 - Middle: [Text Box]
 - Suffix: [Text Box]
 - Previous Last Names: [List Box]
 - Type:
 - ☒ Operator
 - ☐ Instructor
 - ☐ Technician
- Address Section:**
 - [Text Box]
 - [Text Box]
- Comments Section:**
 - [Text Area]

Figure 15 - New Operator

To add a new operator:

- 1) Navigate to the Operators View.
- 2) Click **New** in the File grouping of the ribbon to open *New Operator*.
- 3) Select the Agency with which the operator is associated.
- 4) Enter the Operator's Last name, First name and any other available information.
- 5) Select the Type checkboxes for any additional roles the operator holds.
- 6) Enter address information, if appropriate.
- 7) Click **Save**, then click **Add** in the Certifications grouping of the ribbon to add one or more certificates for the operator.
- 8) Click **Attachments** in the Actions grouping of the ribbon to upload and store files related to the operator, if needed.
- 9) Click **Save & Close** if operator entry is complete; click **Save & New** to enter additional operators.

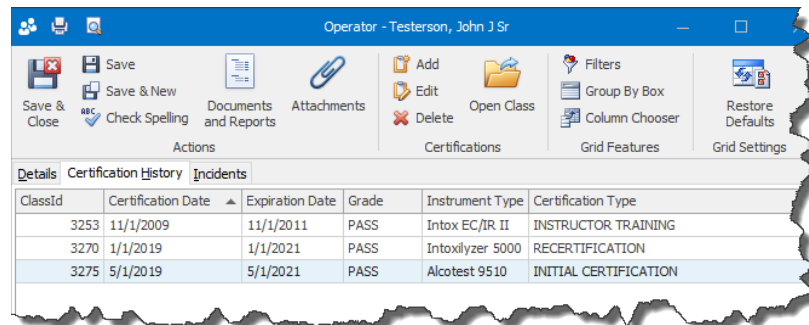
To find an operator:

- 1) Navigate to the Operators View.
- 2) If you know the Operator ID or Customer Operator ID:
 - a. Click **Go To** in the File grouping of the toolbar to open *Go To Operator*.
 - b. Enter the ID #, then click **OK** to view *Operator*.
- 3) To search with parameters:

- In the *Contents Pane*, enter any known operator information in the associated field(s).
- Click **Search** and the *Contents Pane* will update with related records.
- Select the appropriate operator, then double-click the entry or click **Open** in the ribbon to view *Operator*.

CERTIFICATION HISTORY

The Certification History Tab is accessed through the *Operator* form and is used to track and research the certification history of an operator.

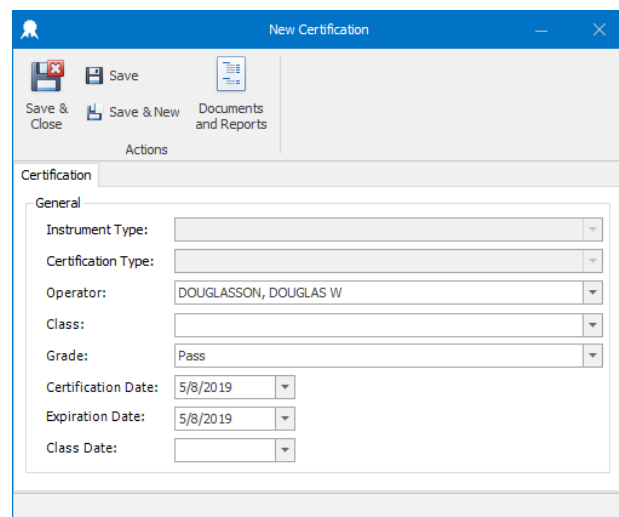


ClassId	Certification Date	Expiration Date	Grade	Instrument Type	Certification Type
3253	11/1/2009	11/1/2011	PASS	Intox EC/IR II	INSTRUCTOR TRAINING
3270	1/1/2019	1/1/2021	PASS	Intoxilyzer 5000	RECERTIFICATION
3275	5/1/2019	5/1/2021	PASS	Alcotest 9510	INITIAL CERTIFICATION

Figure 16 - Operator - Certification History Tab

CERTIFICATION FORM

The *Certification* form is used to add and modify operator certifications in the database. *Certification* is a sub form available in the *Operator* and *Class Enrollment* forms.



New Certification

Save Save & New Documents and Reports

Save & Close Check Spelling Attachments Add Edit Delete Open Class Filters Group By Box Column Chooser Restore Defaults

Actions Certifications Grid Features Grid Settings

Details Certification History Incidents

Certification

General

Instrument Type: [Dropdown]

Certification Type: [Dropdown]

Operator: DOUGLASSON, DOUGLAS W [Dropdown]

Class: [Dropdown]

Grade: Pass [Dropdown]

Certification Date: 5/8/2019 [Dropdown]

Expiration Date: 5/8/2019 [Dropdown]

Class Date: [Dropdown]

Figure 17 - New Certification

To add an operator certification:

- Find the operator (see To find an operator for details).
- In *Operator*, click on the Certification History Tab.
- Click **Add** in the Certifications grouping of the ribbon to open *New Certification*.
- Select the Class associated with the certification.

Note: Information associated with the selected class auto-populates read only fields.

- 5) Select the Grade received by the operator.
- 6) Click **Save & Close** if certification entry is complete; click **Save & New** to enter additional certifications achieved.

To view the class for an operator certification:

- 1) Find the operator (see To find an operator for details).
- 2) In *Operator*, click on the Certification History Tab.
- 3) Select the appropriate operator certification in the grid.
- 4) Click **Open Class** in the Certifications grouping of the ribbon to open *Class* form.

Class Sites

FA BrAD provides a Class Site View which allows users with appropriate permissions to manage class sites without requiring administrator access. The capacity entered in the *Class Site* form auto-populates the *Class* form when the class site is selected.

Figure 18 - New Class Site

To add a class site:

- 1) Enter a Name for the class site.
- 2) Select the Type of site.
- 3) Enter the Capacity for the site.
- 4) Enter Phone # and Address information for the site.
- 5) Click **Save & Close** if class site entry is complete; click **Save & New** to enter additional class sites.

Classes

Many of the fields on the *Class* form are filled in automatically, as described below:

- Certification Type and Start Date determine End Date
Note: Recertifications are typically one day, so the Start Date and End Date will be the same. Full certifications are typically one week, so the End Date is equal to the Start Date plus four days.
- Start Date determines Certification Date (the first of the month following the Start Date)
- Training Area determines Capacity

- Certification Type, Training Area, and Certification Date determine Expiration Date (typically, Expiration Date is two years after the Certification Date)

All the above auto-populated values can be modified, but it is best to fill in the form from top to bottom, then left to right. For example, if you change the Expiration Date and then change the Certification Date, the Expiration Date will be overwritten.

CLASS FORM

The *Class* form is used to add, find, modify, and delete class information in the database.

Figure 19 - New Class

Table 11 - Class Ribbon Options

Grouping	Option	Effect
Actions	Save & Close	Save changes and close the form.
	Save	Save changes and keep the form open.
	Save & New	Save changes and clear the form to create another new entry.
	Export	Export certifications as selected file type.
	Documents and Reports	Opens <i>Select a Report</i> to display a list of documents and reports that can be run, based on the current context. See Appendix 1 - Select a Report .
Enrollment	Add New Operator	Opens <i>New Operator</i> to add an operator to the system.
	Add Existing Operator	Opens a search form to select from existing officers, to add to the class. See Appendix 4 - Add Existing Operator .
	Edit Certification	Opens <i>Certification</i> to modify the selected entry.

Note: Click on the Enrollment Tab to use Enrollment options.

Grouping	Option	Effect
	Remove Certification	Deletes the selected certification from the class.

To add a class:

- 1) Navigate to the Classes View.
- 2) Click **New** in the File grouping of the ribbon to open *New Class*.
- 3) Select the Certification Type and Start Date.
Note: End Date and Certification Date will auto-populate based on selections.
- 4) Verify the Instrument Type selection.
- 5) Select the Class Site; capacity auto-populates based on Class Site configuration.
- 6) Select the Instructor Name.
- 7) Enter Post Board Course # and Customer ID, if available.
- 8) Click **Save** to continue and add operators; click **Save & Close** to return to Classes View; click **Save & New** to save the current class and create another class.

To enroll operators in a class:

- 1) In *Class* form, click on the Enrollment Tab.
- 2) To enroll existing operators:
 - a. Click **Add Existing Operator** in the Enrollment grouping of the ribbon.
 - b. Enter Name and/or Id information in the associated fields at the top of the form.
 - c. Click **Search** to populate grid with results.
Note: Select an entry and click Open at the bottom of the grid to see more details for a listed operator.
 - d. Select the appropriate operator from the list, then click **OK**.
- 3) To enroll new operators:
 - a. Click **Add New Operator** in the Enrollment grouping of the ribbon.
 - b. Enter all required information, then click **Save & Close**.
 - c. Or, click **Save & New** to add additional operators to the class.

Incidents

Users can rapidly search for DUI incidents by subject name, operator ID, offense date or instrument, then view reports pertaining to the incident selected.

INCIDENTS VIEW

The Incidents View is auto-populated with data collected from breath alcohol instruments integrated with FA BrAD. Search parameters at the top of the *Contents Pane* allow users to locate incidents as well as any associated subpoenas. Ribbon options allow users to add subpoenas and/or view recently added information.

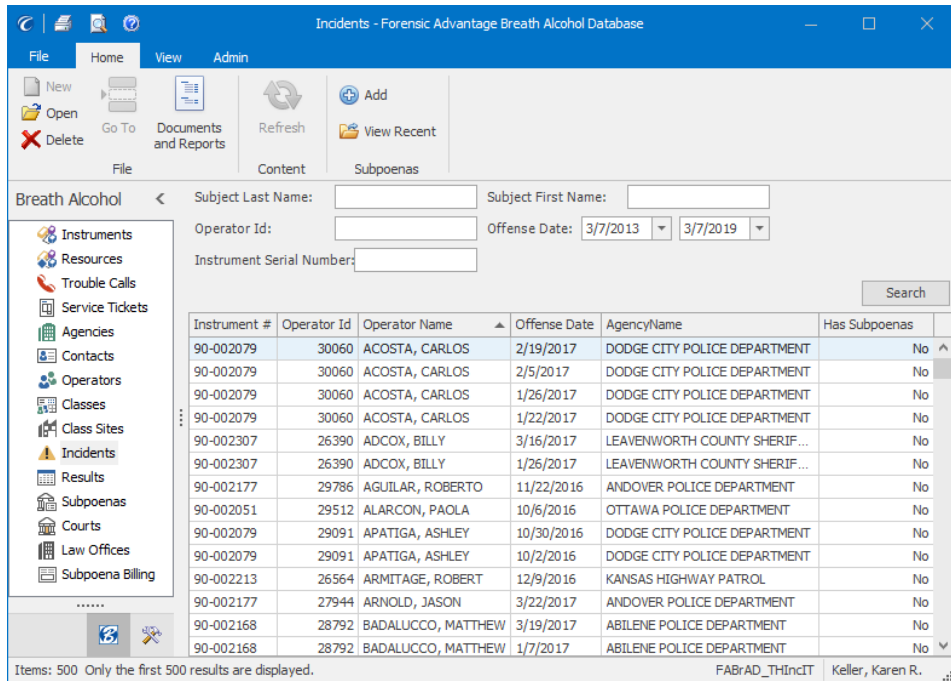


Figure 20 - Incidents View

INCIDENT FORM

The *Incident* form allows users to view combined incident and test result information. General information is collected from the instrument and is read-only.

Time Of Test	Reported Value	Reported Time	Operator Name	Att.
03/11/2019 23:13	CAL GAS SUPPLY	03/11/2019 23:13	Thomas Beisiegel	

Figure 21 – Incident

Table 12 - Incident Ribbon Options

Grouping	Option	Effect
Actions	View Raw Results	Opens <i>Raw Results</i> to view, print or export results of the incident. See Appendix 5 – Raw Results .
	Documents and Reports	Opens <i>Select a Report</i> to display a list of documents and reports that can be run, based on the current context. See Appendix 1 - Select a Report .
Subpoenas Note: Click on the Subpoenas Tab to use these options.	New	Opens <i>New Subpoena</i> to add a new subpoena response.
	Edit	Opens <i>Subpoena</i> to edit the selected subpoena response.

Results View

Like the Incidents View, the Results View allows users to search via subject, operator, instrument or offense date. In addition, this view provides a reported value search parameter.

Results - Forensic Advantage Breath Alcohol Database

File Home View Admin

New Open Go To Documents and Reports Refresh

Breath Alcohol < Subject Last Name: Subject First Name: Operator Id: Operator Name: Instrument Serial Number: Reported Value: Offense Date: From To Search

Instrument #	Operator Id	Operator Name	Agency Name	Offense Date	Reported
010507	7389	ELIZABETHSON, ELIZABETH L.	Virginia State Police 4	10/21/2009	0.090
010470	22732	KRISTINASON, KRISTINA E.M.	Rockbridge County SO	9/29/2009	0.060
010549	22581	CARRIESON, CARRIE A.	Newport News PD	4/19/2009	0.100
010498	5845	WILLIAMSON, WILLIAM M	Unknown	10/13/2009	DEF
010498	5845	WILLIAMSON, WILLIAM M	Unknown	10/13/2009	DEF
010498	5845	WILLIAMSON, WILLIAM M	Unknown	10/13/2009	DEF
010588	22346	PATRICKSON, PATRICK L	Henrico County PD	4/5/2009	0.120
010561	18910	HEATHERSON, HEATHER M.	Smyth County SO	5/18/2009	0.160
010443	11787	ROBERTSON, ROBERT C	Salem PD	9/8/2009	DEF
010443	11787	ROBERTSON, ROBERT C	Salem PD	9/8/2009	DEF
010588	18744	JESSESON, JESSE E.	Henrico County PD	11/13/2009	DEF
010588	18744	JESSESON, JESSE E.	Henrico County PD	11/13/2009	DEF

Items: 500 Only the first 500 results are displayed. FABRAD_THIncIT Keller, Karen R.

Figure 22 - Results View

To find BAC Results:

- 1) Navigate to the Results View.
- 2) Using a date range:
 - a. Enter/select a From Date

- b. Enter/select a To Date
 - c. Click **Search**
- 3) Using an Instrument Serial #:
 - a. Enter the Instrument Serial Number
 - b. Click **Search**
- 4) Using Subject Last Name:
 - a. Enter all or part of the Subject's Last Name
 - b. Enter Subject's First Name, if known
 - c. Click **Search**
- 5) Locate the needed results, then click **Open** in the File grouping of the ribbon.

Subpoenas

Subpoenas View allows users to search based on parameters entered at the top of the *Contents Pane*. Users can search based on Subpoena Id, name, legal representative or associated court.

Subpoenas - Forensic Advantage Breath Alcohol Database

File Home View Admin

New Open Go To Documents and Reports Open Incident Refresh

Breath Alcohol

By Subpoena Id:

Last Name: First Name: Court: Goochland County G...

Law Office: Legal Rep:

Search Clear

Subpoena	First Name	Last Name	Offen...	Court	Legal Rep	Law Office	Type	Court Date	Date Received
28925	ROGER	SUMNER JR	5/8/20...	Goochland C...	SIDNEY TIM...	A Attorney L...	Subpoena	10/4/2011	9/26/2011
28928	ROGER	SUMNER JR	5/8/20...	Goochland C...	SIDNEY TIM...	A Attorney L...	Subpoena	10/3/2011	10/3/2011
28929	ROGER	SUMNER JR	5/8/20...	Goochland C...	SIDNEY TIM...	A Attorney L...	Subpoena	10/4/2011	10/4/2011
28930	ROGER	SUMNER JR	5/8/20...	Goochland C...	SIDNEY TIM...	A Attorney L...	Subpoena	10/4/2011	10/3/2011
28926	ROGER	SUMNER JR	5/8/20...	Goochland C...	SIDNEY TIM...	A Attorney L...	Subpoena	10/3/2011	9/27/2011
28927	ROGER	SUMNER JR	5/8/20...	Goochland C...	SIDNEY TIM...	A Attorney L...	Subpoena	10/4/2011	10/3/2011
28913	ROBERT	ROBERTSON	11/14/...	Goochland C...		A. Lee Brown	Letter		1/5/2010
28918	MELVIN	MELVINSON	11/15/...	Goochland C...	DAVID TONY	Osterhoudt, ...	Subpoena	4/19/2010	4/16/2010
28912	WILLIAM	WILLIAMSON	11/11/...	Goochland C...	ANTONE MIC...	Office of the...	Subpoena		12/10/2009
28916	TEST	TESTSON	8/5/20...	Goochland C...		A. Lee Brown	Subpoena		3/10/2008
21608	WILLIAM	WILLIAMSON	8/16/2...	Goochland C...	MICHAEL RO...	Boone, Beale...	Subpoena	11/26/2007	11/16/2007

Items: 11 FABrAD_THIncIT Keller, Karen

Figure 23 - Subpoenas View

SUBPOENA FORM

Users can create a Subpoena Packet by selecting the desired reports in the *Subpoena Form*. A cover page is automatically generated and can be modified before the Subpoena Packet is sent.

Generate Reports
View Reports
Modify Cover Page
Documents and Reports
Open Incident
Actions

Incident
Last Name: SDF
Instrument Serial:
Operator Id: 25114
Agency Name: Draeger Test
First Name: WE
Offense Date: 3/11/2019
Operator Name: Beisiegel, Thomas

Subpoena
Court:
Court Date:
Law Office:
Date Received:
Case Number:
Legal Rep.:
Date Due:
Pages/Charge:
Type:
Return:
Date Paid:
Check:

Documents Requested

Is Checked	Document	Start Date	End Date	Full History
<input type="checkbox"/>	Operational Check List	3/11/2019	3/11/2019	<input type="checkbox"/>
<input type="checkbox"/>	Verify Operator's License	3/11/2019	3/11/2019	<input type="checkbox"/>
<input type="checkbox"/>	Subject Test Information	3/11/2019	3/11/2019	<input type="checkbox"/>
<input type="checkbox"/>	Certificate of Accuracy	3/11/2019	3/11/2019	<input type="checkbox"/>
<input type="checkbox"/>	Instrument Operator's ...	3/11/2019	3/11/2019	<input type="checkbox"/>
<input type="checkbox"/>	Regulations	3/11/2019	3/11/2019	<input type="checkbox"/>
<input type="checkbox"/>	Federal Register	3/11/2019	3/11/2019	<input type="checkbox"/>
<input type="checkbox"/>	Operator Class History	3/11/2019	3/11/2019	<input type="checkbox"/>

Figure 24 - Subpoena Form

COURTS

Courts View allows users to search based on parameters entered at the top of the *Contents Pane*. The *Court* form is used to display, update, delete, and add new courts to the database. After initial creation, it also provides visibility to any subpoenas associated with the court.

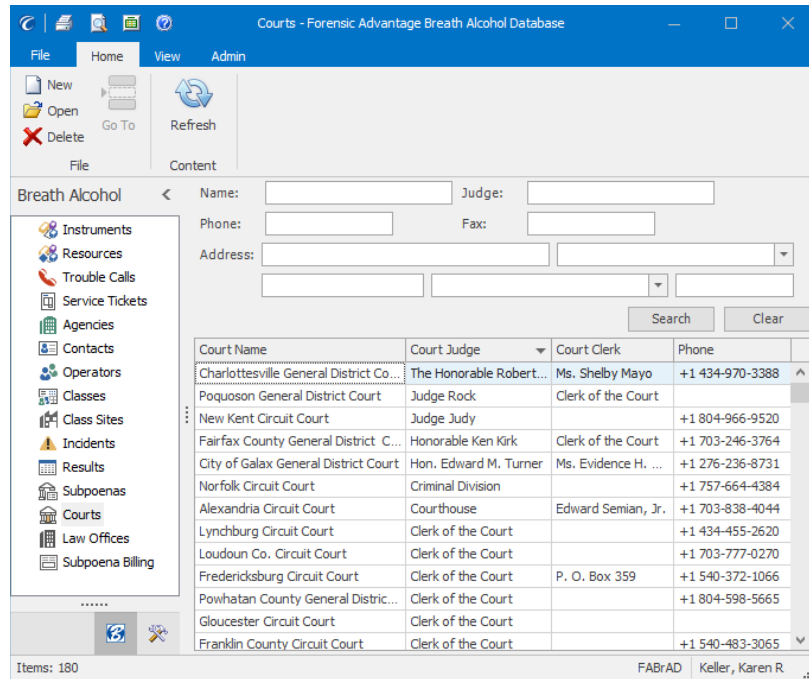


Figure 25 - Courts View

To add a new court:

- 1) Navigate to Courts View.
- 2) Click **New** in the File grouping of the ribbon to open *New Court*.
- 3) Enter the Name of the court as well as the name of the Judge and Clerk, if available.
- 4) Enter the Phone, Fax and Address of the Court.
- 5) Click **Save & Close** if court entry is complete; click **Save & New** to enter additional courts.

Figure 26 - New Court

LAW OFFICE FORM

The *Law Office* form is used to display, update, delete, and add new law offices and legal representatives to the database. After initial creation, it also provides visibility to any subpoenas associated with the law office.

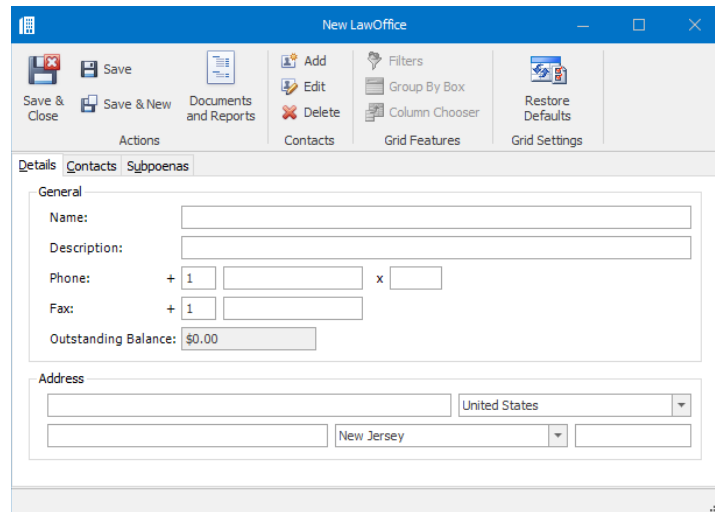


Figure 27 - Law Office

To add a law office:

- 1) Navigate to the Law Offices View.
- 2) Click **New** in the File grouping of the ribbon to open *New Law Office*.
- 3) Enter the Name and Description of the law office.
- 4) Enter Phone and Mailing Address of the office.
- 5) Enter the Fax number, if available.
- 6) Click **Save**, then click **Add** in the Contacts grouping of the ribbon to add one or more legal representatives for the law office. (See To add a legal representative for detailed instructions.)
- 7) Click **Save & Close** if law office entry is complete or click **Save & New** to enter additional law offices.

To add a legal representative:

- 1) In *Law Office*, click **Add** in the Contacts grouping of the ribbon to open *New Contact*.
- 2) Enter the Name.
- 3) Enter the E-mail address.
- 4) Enter the Phone number, with extension, if applicable.
- 5) Enter the Fax number, if available.
- 6) Click **Save & Close** if contact entry is complete; click **Save & New** to enter additional representatives for the selected law office.

SUBPOENA BILLING VIEW

Subpoena Billing View allows users to search based on parameters entered at the top of the *Contents Pane*. This view provides tracking for paid and unpaid subpoenas associated with DUI incidents.

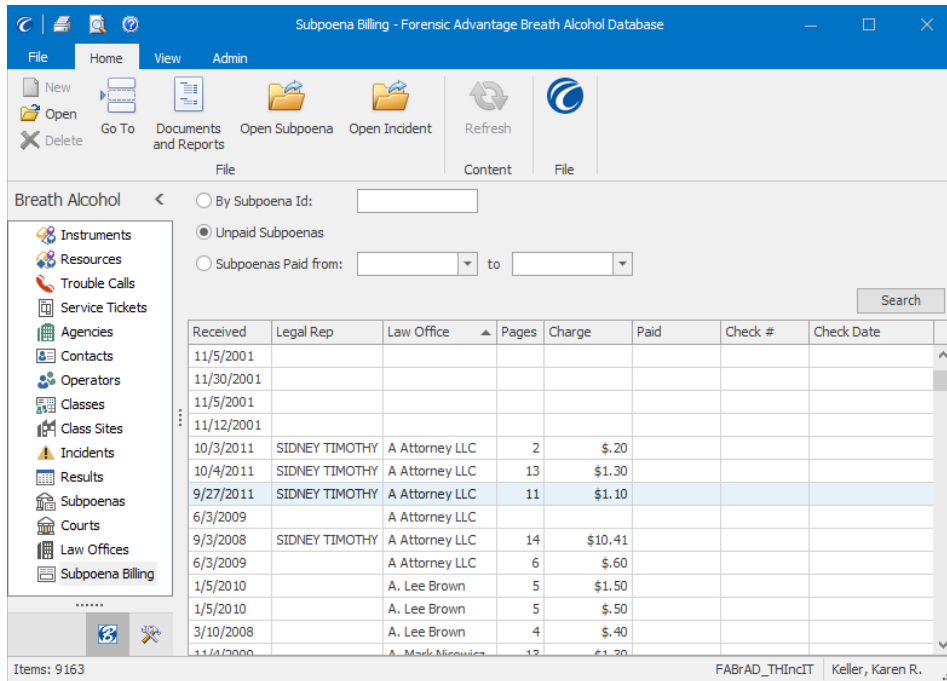


Figure 28 - Subpoena Billing View

Table 13 - Subpoena Billing View Ribbon Options

Grouping	Option	Effect
File	Open	Opens <i>Subpoena Billing</i> to update the selected entry's payment information.
	Go To	Opens <i>Go To Subpoena</i> to locate a specific subpoena.
	Documents and Reports	Opens <i>Select a Report</i> to display a list of documents and reports that can be run, based on the current context. See Appendix 1 - Select a Report .
	Open Subpoena	Opens <i>Subpoena</i> associated with the selected entry.
	Open Incident	Opens <i>Incident</i> associated with the selected entry.
Content	Refresh	Updates the view with any recent changes.
File		Opens <i>Subpoena Billing</i> to update the selected entry with payment information.

Reports

FA BrAD is deployed with a default set of reports associated with the entities tracked in the application. Use the Report Designer module to customize or create new reports. See the

Report Designer guide for instructions on creating and customizing reports. The Report Designer can configure the security and availability of reports in the FA BrAD application.

INSTRUMENT REPORTS

The following reports are associated with the *Instrument* form and Instruments View:

CERTIFICATE OF INSTRUMENT ACCURACY

Displays the certificate of accuracy for an instrument.

INSTRUMENT LOCATION HISTORY

Displays location information for an instrument over a date range.

INSTRUMENT MAINTENANCE HISTORY

Displays maintenance information for an instrument over a date range.

INSTRUMENTS BY AGENCY NAME

Displays a full list of instruments sorted by agency name.

INSTRUMENTS BY SERIAL NUMBER

Displays a full list of instruments stored by serial number.

TROUBLE CALL LOG

Displays trouble call information for an instrument over a date range.

AGENCY REPORTS

The following reports are associated with the *Agency* form and Agencies View:

AGENCIES BY CLASS SITE

Displays a list of agencies from a selected class site.

AGENCIES BY NAME

Displays a list of all agencies sorted by agency name.

AGENCY INSTRUMENT HISTORY

Displays a list of instruments that have been located at an agency over a date range.

INSTRUMENTS BY AGENCY NAME

Displays a full list of instruments sorted by agency name.

OPERATORS BY AGENCY NAME

Displays a list of active and certified operators for an agency and instrument make.

TEST RESULTS BY AGENCY OPERATOR

Displays a list of instrument test results from an agency grouped by operator over a date range.

OPERATOR REPORTS

The following reports are associated with the *Operator* form and Operators View:

OPERATOR CERTIFICATION HISTORY

Displays the instrument certification history for an operator.

OPERATOR LICENSE VERIFICATION BY ID

Displays the most recent operator license for an operator.

OPERATORS BY CERTIFICATION DATE

Displays a list of active operators by class site, instrument make, and certification date range.

OPERATORS BY EXPIRATION DATE

Displays a list of active operators by class site, instrument make, and certification expiration date range.

OPERATORS BY NAME

Displays a list of active operators sorted by last name.

TEST RESULTS BY OPERATOR

Displays basic test data for an operator within a date range.

TEST RESULTS BY OPERATOR AGENCY

Displays test results summary information grouped by operator agency for a given year.

CLASS REPORTS

The following reports are associated with the *Class* form and Class View:

CLASS LIST

Displays a list of classes that start within a date range.

CLASS ROSTER

Displays a list of attendees for a class.

BAC RESULTS REPORTS

The following reports are associated with the *BAC Results* form and Results View:

TEST RESULTS BY AGE

Displays test results summary information grouped by age over a date range.

TEST RESULTS BY AGENCY OPERATOR

Displays a list of instrument test results from an agency grouped by operator over a date range.

TEST RESULTS BY BAC LEVEL

Displays test result summary information by month and BAC level for a given year.

TEST RESULTS BY JURISDICTION

Displays test results summary information grouped by jurisdiction over a date range.

TEST RESULTS BY OPERATOR AGENCY

Displays test results summary information grouped by operator agency for a given year.

TEST RESULTS BY SITE

Displays test results summary information grouped by instrument location for a given year.

LAW OFFICE REPORTS

The following reports are associated with the *Law Office* form and Law Office View:

LAW OFFICE BILLING

Displays subpoena reply billing information for a law office (unpaid or paid within a date range).

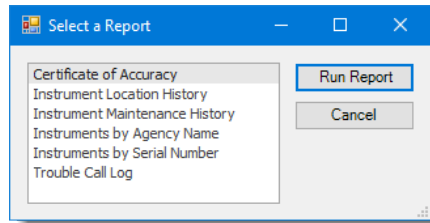
PAYMENTS BY LAW OFFICE

Displays subpoena reply billing information grouped by law office (unpaid or paid within a date range).

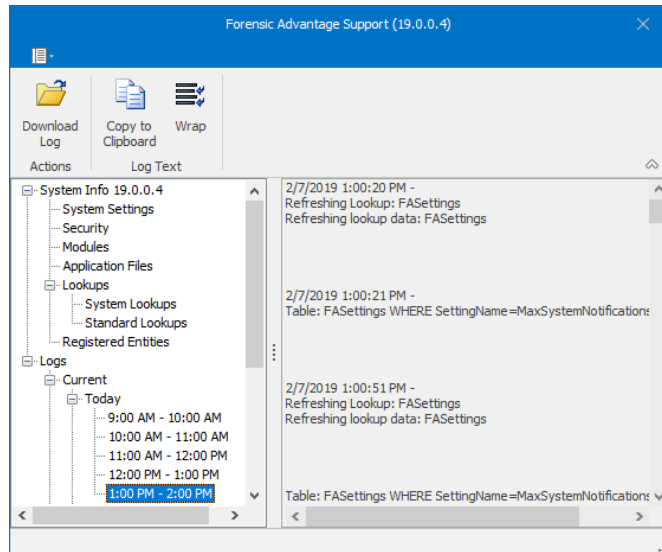
PAYMENTS BY LEGAL REP

Displays subpoena reply billing information grouped by legal representative (unpaid or paid within a date range).

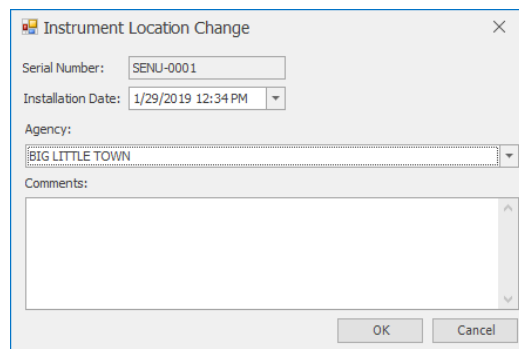
Appendix



Appendix 1 - Select a Report



Appendix 2 - Forensic Advantage Support



Appendix 3 – Instrument Location Change



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 **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 1, 2011	December 31, 2015	5 - 1 Year		December 31, 2020
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 checked="" type="checkbox"/>	4 years, 4 months	December 31, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,060,908.35	\$476,667.00		\$1,537,575.35	
DESCRIPTION				
Effective 8/11/2021, the parties extend the contract to 12/31/2025 and add \$476,667.00 for maintenance and support through 12/31/2025. The parties also add option years and pricing through 12/31/2030. The parties also fully restate the terms, conditions, specifications, and pricing per the attached documentation. Per contractor, agency, DTMB procurement and State Adminstrative Board approval on 12/15/2020.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

STATE OF MICHIGAN

CONTRACT TERMS

These Contract Terms, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this “**Contract**”) are agreed to between the State of Michigan (the “**State**”) and The Computer Solution Company of Virginia, LLC (“**Contractor**”), a Virginia Limited Liability Company. This Contract is effective on September 1, 2021 (“**Effective Date**”), and unless, in accordance with these Contract Terms, it is terminated early for any reason or extended, it will expire on December 31, 2025 (the “**Term**”).

This Contract may be renewed for up to five (5) additional one-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

WHEREAS, the State and Contractor are parties to the State of Michigan Contract No. 071B1300154, with an initial effective date of October 1, 2009, including all changes notices to such contract (collectively the “Original Contract”);

WHEREAS, as of the initial effective date of the Original Contract, October 1, 2009, Contractor operated under the name The Computer Solution Company of Virginia, Inc., which, in November 2017, assigned its rights and obligations under the terms of the Original Contract to ThInc.IT, LLC., which assigned its rights and obligations under the terms of the Original Contract to The Computer Solution Company of Virginia, LLC. In August of 2020, an affiliate of N. Harris Computer Corporation, acquired a controlling interest in and became the parent corporation to The Computer Solution Company of Virginia, LLC.

WHEREAS, the parties desire to amend and replace the terms of the Original Contract with the terms and conditions of this Contract;

NOW THEREFORE, the Parties agree as follows:

1.

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

“**Acceptance**” has the meaning set forth in **Section 9**.

“**Acceptance Tests**” means such tests as may be conducted in accordance with **Section 9.1** and a Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 17.2(b)**.

“**Approved Open-Source Components**” means Open-Source Components that may be included in or used in connection with the Software and are specifically identified in **Schedule G** in an exhibit to a Statement of Work and approved by the State, which approval will not be unreasonably withheld or delayed.

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

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

“Business Requirements Specification” means the initial specification setting forth the State’s business requirements regarding the features and functionality of the Software, as set forth in a Statement of Work.

“Change” has the meaning set forth in **Section 2.2**.

“Change Notice” has the meaning set forth in **Section 2.2(b)**.

“Change Proposal” has the meaning set forth in **Section 2.2(a)**.

“Change Request” has the meaning set forth in **Section 2.2**.

“Criminal Justice Information Data” or **“CJI Data”** means data necessary for criminal justice agencies to perform their mission and enforce the laws.

“Confidential Information” has the meaning set forth in **Section 21.1**.

“Configuration” means State-specific changes made to the Software without Source Code or structural data model changes occurring.

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

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

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

“Contractor Hosted” means, if applicable, any Hosted Services which are provided by Contractor or one or more of its Permitted Subcontractors.

“Contractor Personnel” means all employees of Contractor or any subcontractors or Permitted Subcontractors involved in the performance of Services hereunder.

“Customization” means State-specific changes to the Software or structural model changes that involve changes to the underlying Source Code by the Contractor.

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

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

“DTMB” means the Michigan Department of Technology, Management and Budget.

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

"Fees" means the fees set forth in the Pricing Schedule attached as **Schedule B.**

"Financial Audit Period" has the meaning set forth in **Section 22.1** .

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

"HIPAA" has the meaning set forth in **Section 20.1**.

"Hosted Services" means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

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

"Integration Testing" has the meaning set forth in **Section 9.2(a)**.

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

"Key Personnel" means any Contractor Personnel identified as key personnel in the Contract.

"Loss or Losses" unless otherwise expressly excluded by the terms of this Contract, means all losses, including but not limited to, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder.

"Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

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

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

"New Version" means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

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

“Open-Source License” has the meaning set forth in **Section 6**.

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

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

“Permitted Subcontractor” means any Third Party hired by Contractor to perform Services for the State under this Contract.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“Pricing Schedule” means the schedule attached to this Contract as **Schedule B**.

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

“Project Manager” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance for the Software. Each party’s Project Manager will be identified in a Statement of Work.

“Representatives” means a party’s employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“Services” means any of the services, including but not limited to any Hosted Services Contractor is required to or otherwise does provide under this Contract.

“Service Level Agreement” means the schedule attached as **Schedule D**, setting forth the Support Services Contractor will provide to the State, and the parties’ additional rights and obligations with respect thereto.

“Site” means the physical location designated by the State in, or in accordance with, this Contract or a Statement of Work for delivery and installation of the Software.

“ Software” means: Contractor’s software as previously licensed pursuant to the Original Contract, and as set forth in a Statement of Work, and any Maintenance Releases or New Versions provided to the State and any

Customizations or Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract.

"Source Code" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

"Specifications" means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, for such Software, or elsewhere in a Statement of Work.

"State" means the State of Michigan.

"State Data" has the meaning set forth in **Section 20.1**. **"State Hosted"** means the Hosted Services are not provided by Contractor or one of its Permitted Subcontractors.

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

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

"Statement of Work" means any written statement of work that has been properly entered into in accordance with the terms of this Contract by the parties and incorporated into this Contract. The initial Statement of Work for this Contract is attached as **Schedule A**.

"Stop Work Order" has the meaning set forth in **Section 14**.

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

"Support Services Commencement Date" means, with respect to the Software, the date on which the Warranty Period for the Software expires, and fees for support become applicable, or such other date as may be set forth in a Statement of Work.

"Technical Specification" means, with respect to any Software, the document setting forth the technical specifications for such Software and included in a Statement of Work.

"Term" has the meaning set forth in the preamble.

"Testing Period" has the meaning set forth in **Section 9.1(b)**.

"Third Party" means any Person other than the State or Contractor.

"Transition Period" has the meaning set forth in **Section 15.3**.

"Transition Responsibilities" has the meaning set forth in **Section 15.3**.

"Unauthorized Removal" has the meaning set forth in **Section 2.5(b)**.

“Unauthorized Removal Credit” has the meaning set forth in **Section 2.5(c)**.

“User Data” means all data, information and other content of any type and in any format, medium or form, whether audio visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, Processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input without the inclusion if user derived Information or additional user input.

“Warranty Period” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software and for which Support Services are provided free of charge. The parties acknowledge and agree that execution of this Contract will not renew any warranty period for Software Accepted by the State more than ninety (90) calendar days prior to the effective date of this Contract.

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

“Work Product” means all State-specific deliverables that Contractor has agreed is required to, or otherwise does, provide to the State pursuant to a Statement of Work under this Contract, and in any case which are created solely for the benefit of the State and whose development is entirely paid for by the State, which can include but is not limited to Customizations, application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents, customized 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; Work Product will automatically be deemed to exist for any forms generated by the State as permitted under this Agreement but otherwise, the Statement of Work must specifically identify the deliverable as being a “Work Product”.

1.2 Amendment and Restatement. Contractor and the State agree that as of the Effective Date the Original Contract is hereby replaced with the terms and conditions of this Contract and that Section 2.012 Survival is deleted from the Original Contract. All rights, remedies, and obligations with respect to the use of the Software by the State during the period commencing on October 1, 2009 and ending on the Effective Date of this Contract shall be subject to the terms and conditions of this Contract.

2. Duties of Contractor. Contractor will provide Services and Deliverables pursuant to Statement(s) of Work entered into under this Contract. Contractor will provide all Services and Deliverables in a timely, professional manner and in accordance with the terms, conditions, set forth in this Contract and the Statement(s) of Work.

2.1 Statement of Work Requirements. No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of a Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties. The State will have the right to terminate such Statement of Work as set forth in **Section 15**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

2.2 Change Control Process. The State may at any time request in writing (each, a **“Change Request”**) changes to a Statement of Work, including changes to the Services and Implementation Plan (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 2.2**.

(a) As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:

- (i) a written description of the proposed Changes to any Services or Deliverables;
- (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services under a Statement of Work;
- (iii) any additional State Resources Contractor deems necessary to carry out such Changes; and
- (iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

(b) Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to a Statement of Work to which it relates; and

(c) If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:

- (i) require Contractor to perform the Services under a Statement of Work without the Change;
- (ii) request Contractor to continue to negotiate a Change Notice; or
- (iii) initiate a Dispute Resolution Procedure notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 15.1**.

(d) No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with a Statement of Work pending negotiation and execution of a Change Notice. Contractor will use reasonable efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.

(f) Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

2.3 Contractor Personnel.

(a) 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.

(b) Prior to any Contractor Personnel performing any Services, Contractor will:

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;
- (ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and
- (iii) upon request, or as otherwise specified in **a Statement of Work**, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

(c) 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.

(d) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

2.4 Contractor's Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor's Project Manager, who will be considered Key Personnel of Contractor. Contractor's Project Manager will be identified in a Statement of Work.

(a) Contractor's Project Manager must:

- (i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;
- (ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and
- (iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

(b) Contractor's Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan and will otherwise be available as set forth in a Statement of Work.

(c) Contractor will maintain the same Project Manager throughout the Term of this Contract, unless:

- (i) the State requests in writing the removal of Contractor's Project Manager;
- (ii) the State consents in writing to any removal requested by Contractor in writing;
- (iii) Contractor's Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

(d) Contractor will promptly replace its Project Manager on the occurrence of any event set forth in **Section 2.4(c)**. Such replacement will be subject to the State's prior written approval.

2.5 Reserved.

2.6 Subcontractors. Contractor must obtain prior written approval of the State, which consent may be given or withheld in the State's sole discretion, before engaging any "Permitted Subcontractor" to provide Services to the State under this Contract. Third parties otherwise retained by Contractor to provide Contractor or other clients of contractor with services are not Permitted Subcontractors, and therefore do not require prior approval by the State. Engagement of any subcontractor or Permitted Subcontractor by Contractor does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

(a) be responsible and liable for the acts and omissions of each such subcontractor's performance of obligations in accordance with the terms of this Contract (including such Permitted Subcontractor and Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, will be deemed Contractor Personnel) to the same extent as if such performance, acts or omissions were by Contractor or its employees;

(b) name the State a third-party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services;

(c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

(d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

3. 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:
Jarrold Barron 525 W. Allegan, 1 st Floor Lansing, MI 48933 Barronj1@michigan.gov 517-249-0406	TCSC, LLC 102 West 3 rd Street, Suite 750 Winston-Salem, NC 27101 legal@harriscomputer.com 336-397-5300

4. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.

5. **Software License.**

5.1 **Perpetual License.** Subject to the the terms and conditions of this Contract, , Contractor grants to the State and the State hereby accepts a perpetual, non-exclusive, non-transferable,royalty-free license for the State and its Authorized Users to use the object code version of the Software, provided that the State shall not, and shall not permit its Authorized Users to:

(a) copy or otherwise reproduce the Software in whole or in part, except for such copying as is reasonably necessary for archival and backup purposes and provided copyright notices are maintained on all copies;

(b) Sublicense, redistribute or otherwise transfer the Software to others or allow third parties to access or use the Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise;

(c) Transfer hosting of the Software from its current environment to another without first providing notice of the State's intention to transfer hosting of the Software. For clarity, the State's obligation under this subsection is limited to the provision of notice only, Contractor retains no right or authority to prevent any such transfer of Software by State;

(d) reverse engineer, reverse assemble or decompile the Software or otherwise attempt to derive, discern or obtain any portion of the Software Source Code;

(e) make or prepare derivative works, modify, adapt or copy the Software except as is expressly permitted by this Contract or required to be permitted by law;

(f) when applicable, the State is authorized to make copies of the Software to establish a test environment to conduct Acceptance Testing;

(g) Title to and ownership of the Software together with all Intellectual Property Rights in and to the Software shall at all times remain with Contractor and/or its licensors, as applicable and Contractor reserves all rights not expressly granted herein; and

(h) Except as expressly agreed in writing, the State is not permitted to sub-license the use of the Software or any accompanying Documentation.

5.2 State License Grant. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work. Contractor is provided a limited license to State Materials for the sole and exclusive purpose of providing the Services.

6. Open-Source Licenses. Any use hereunder of Open-Source Components will be governed by, and subject to, the terms and conditions of the applicable open-source license ("**Open-Source License**"). Contractor will identify and describe in an exhibit to a Statement of Work or in **Schedule G** of this Contract each of the Approved Open-Source Components of the Software, and include in the same exhibit and schedule either a copy of the applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.

7. Intellectual Property Rights

7.1 Ownership Rights in Software

(a) For the purposes of this Section 7 only, the "Software" referenced does not include any Customizations that are also Work Product. Except for the limited rights and licenses granted by Contractor in this Contract:

- (i) Contractor reserves and retains its exclusive and entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software;
- (ii) The State will not knowingly take any action that jeopardizes Contractor's proprietary rights, with the exception that State may make any disclosures of any information that it may be

obligated to disclose pursuant to applicable law or any controlling regulation, including without limitation the Freedom of Information Act;

- (iii) The State agrees that neither the State or its Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract, except for any license rights specified in Section 5.1 and with respect to any Work Product created specifically for the State, as applicable;
- (iv) Contractor and its licensors, as applicable, will own all rights in any authorized copies of the Software made by the State; and
- (v) .

(b) As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to State Materials, User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

7.2 Rights in Open-Source Components. Ownership of all Intellectual Property Rights in Open-Source Components will remain with the respective owners thereof, subject to the State's rights under the applicable Open-Source Licenses.

7.3 The State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. A Statement of Work may define alternative interests in Work Product (such as in the form of a license) and where the Statement of Work states that the State shall have an interest in Work Product that is less than an ownership interest, then the State shall only have those rights stated in the Statement of Work and neither of subsections 7.3 (a) and (b) will apply to such Work Product. In furtherance of the foregoing:

(a) Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) to the extent any Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

- (i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and
- (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Work Product.

8. Software Implementation for State Hosted Software.

8.1 Implementation. Contractor will deliver, install, configure, integrate, and otherwise provide and make fully operational any Software provided after the effective Date of this Contract in accordance with the criteria set forth in a Statement of Work and the Implementation Plan. Any such implementation will require the parties to jointly agree to a Statement of Work, which must be incorporated into this Contract through a Change Notice. The Statement of Work may describe Milestone Dates.

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

9. Acceptance Testing.

9.1 Acceptance Testing.

(a) Unless otherwise specified in a Statement of Work, upon installation of the Software, Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software conforms to the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following installation of the new Software and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in a Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:

- (i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and
- (ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

9.2 Unless the Statement of Work states otherwise, the Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(a) Upon delivery and installation of any application programming interfaces, Configuration or Customizations, or any applicable Work Product under a Statement of Work additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 9.1**, **Section 9.4**, and **Section 9.5**.

(b) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

9.3 Notices of Completion, Non-Conformities, and Acceptance. Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

(a) If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 9.4** and **Section 9.5**.

(b) If such notice is provided by the State, is signed by the State's Business Owner and Project Manager, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

(c) If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

- (i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 9.4** and **Section 9.5**; or
- (ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

9.4 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in a Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days following, as applicable, Contractor's:

- (a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or
- (b) receipt of the State's notice under **Section 9.1(a)** or **Section 9.3(c)(i)**, identifying any Non-Conformities.

9.5 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

- (a) continue the process set forth in this **Section 9**;
- (b) accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- (c) deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract for cause in accordance with **Section 15.1**.

9.6 Acceptance. Acceptance ("**Acceptance**") of the Software (subject, where applicable, to the State's right to Integration Testing) and any Deliverables will occur on the date that is the earliest of the State's delivery of a notice accepting the Software or Deliverables under **Section 9.3(b)**, or **Section 9.3(c)(ii)**; .

10. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State except that Contractor may assign this Contract to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

11. Change of Control. Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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 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.

12. Invoices and Payment.

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

12.2 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 Contract Activities. 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.

12.3 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.

12.4 Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

12.5 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

12.6 Pricing/Fee Changes. All Pricing set forth in this Contract will not be increased, except as otherwise expressly provided in this Section.

(a) The Fees will not be increased at any time except for the addition of additional licenses, the fees for which licenses will also remain firm in accordance with the Pricing set forth in the Pricing Schedule.

(b) Excluding federal government charges and terms. Contractor warrants and agrees that each of the Fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such Fee and formally memorialize the new pricing in a Change Notice.

13. Liquidated Damages.

13.1 The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with any Implementation Plan and Milestone Dates agreed to by the parties will interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance are described in a Statement of Work, and that these amounts are reasonable estimates of the State's damages in accordance with applicable law. The Contractor is not liable to pay any liquidated damages as detailed in this section 13 unless the amount of liquidated damages and events that would permit the State to seek liquidated damages is expressly set forth in this Contract.

13.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by any Milestone Date.

13.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 15.1** and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

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

14. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either:

- (a) issue a notice authorizing Contractor to resume work, or
- (b) terminate this Contract. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period.

15. Termination, Expiration, Transition. The State may terminate this Contract, the Support Services, or any Statement of Work, in accordance with the following:

15.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

- (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:
 - (i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel ;
 - (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor that has not been dismissed within 90 days of commencement thereof; or
 - (iii) breaches any of its material duties or obligations under this Contract and fails to cure such breach within thirty (30) days of written notice of such breach from the State or such longer time period specified in such notice. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 15.1**, the State will issue a termination notice specifying whether Contractor must:

- (i) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within ninety (90) days of the date of termination; Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or
- (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for public interest, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 15.2**.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Support Services Fees. Further, 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 from other sources.

15.2 Termination for Public Interest. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must:

(a) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or

(b) continue to perform in accordance with **Section 15.3**. If the State terminates this Contract for public interest, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

15.3 Transition Responsibilities.

(a) Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to:

- (i) continuing to perform the Services at the established Contract rates;
- (ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee;
- (iii) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with **Section 0** regarding the return or destruction of State Data at the conclusion of the Transition Period; and
- (iv) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period.

(b) Contractor will follow the transition plan attached as **Schedule H** as it pertains to both transition in and transition out activities.

15.4 Contractor Termination. In no instance will termination by Contractor be considered.

16. Indemnification

16.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, its agents, departments, divisions, agencies, offices, commissions, officers, elected officials and employees without limitation, from and against all third-party claims, demands and judgments, Losses, liabilities, damages, costs, (including attorney fees), and expenses (including those required to establish the right to indemnification), arising out of or relating to:

(a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract;

(b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any Third Party; and

(c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

(a) regular updates on proceeding status;

(b) participate in the defense of the proceeding;

(c) employ its own counsel – such counsel are at the sole expense of the State and are not subject to the indemnity; and to

(d) to the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim – any legal fees of the State arising from such defense are not subject to Contractor's obligation to indemnify.

Contractor will not, without the State's prior 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 16**, 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.

16.3 The State is constitutionally prohibited from indemnifying Contractor or any third parties.

17. Infringement Remedies.

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

17.2 If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense.

(a) procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or

(b) modify or replace the materials that infringe or are alleged to infringe (“**Allegedly Infringing Materials**”) to make the Software and all of its components non-infringing while providing fully equivalent features and functionality

(c) .

17.3 If neither of the foregoing is possible notwithstanding Contractor’s best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(a) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under a Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

(b) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

17.4 If Contractor directs the State to cease using any Software under **Section 17.3**, the State may terminate this Contract for cause under **Section 15.1**. Unless the claim arose against the Software independently of any of the above specified actions Contractor will have no liability for any claim of infringement arising solely from::

(a) use of the Software in combination with equipment or software not supplied or approved by Contractor hereunder where the Software alone would be non-infringing;

(b) use of any Software other than the most recent release of the Software provided to the State by Contractor, provided Contractor has given State prior notice that use of the most-recent release is required to make the Software non-infringing ;

(c) Contractor’s compliance with any designs, specifications, or instructions of the State; or

(d) modification of the Software by the State without the prior knowledge and approval of Contractor

18. Disclaimer of Damages and Limitation of Liability.

18.1 The State’s And Contractor’s Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS (OTHER THAN THOSE LOST PROFITS THAT MAY RESULT DIRECTLY FROM THE STATE’S FAILURE TO PAY THE FEES AND OTHER AMOUNTS THAT MAY BE OWING TO CONTRACTOR UNDER THIS CONTRACT – FOR CLARITY, CONTRACTOR WILL NOT BE ENTITLED TO DOUBLE RECOVERY. IF ANY SUCH LOST PROFITS ARE PAID, ANY AMOUNTS OWED BY STATE TO CONTRACTOR UNDER THE TERMS OF THE CONTRACT WOULD BE REDUCED BY AN EQUAL AMOUNT) AND LOST BUSINESS OPPORTUNITIES.

18.2 State’s Limitation of Liability. , IN NO EVENT WILL THE STATE’S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE AGGREGATE CONTRACT PRICE UNDER THIS CONTRACT.

(a) Exceptions. Sections (18.1) (Disclaimer of Damages) will not apply to Contractor’s lost profits directly attributable to the State’s intentional misappropriation and commercial exploitation of Contractor’s Intellectual Property and (18.2) (State’s Limitation of Liability) above, will not apply to damages arising from the State’s recklessness, bad faith, or intentional misconduct.

18.3 Contractor's Limitation of Liability. IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY TO THE STATE UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED FOUR (4) TIMES THE AGGREGATE FEES PAID DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT.

- (a) Exceptions. Section 18.3 (Contractor's Limitation of Liability) above, will not apply to:
 - (i) Contractor's obligation to indemnify under **Section 16.1(b)** of this Contract (Intellectual Property Right indemnification); and
 - (ii) any loss or claim related to the loss of corruption of the State's data caused by the Software or access to the State's system by Contractor; and
 - (iii) damages arising from Contractor's recklessness, bad faith, or intentional misconduct.

As used in this Section, the term "Aggregate Contract Price" means the total amount paid by the State in the prior 12 months

19. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a Permitted Subcontractor, or an officer or director of Contractor or Permitted Subcontractor, that arises during the term of the Contract, including:

- (a) a criminal Proceeding;
- (b) a parole or probation Proceeding;
- (c) a Proceeding under the Sarbanes-Oxley Act;
- (d) a civil Proceeding involving:
 - (i) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
 - (ii) a governmental or public entity's claim or written allegation of fraud; or

20. a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract. State Data.

20.1 Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes:

- (a) User Data; and
- (b) any other data collected, used, Processed, stored, or generated by the State in connection with the Services, including but not limited to:
 - (i) personally identifiable information ("**PII**") collected, used, Processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed;

- (ii) personal health information (“**PHI**”) collected, used, Processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act (“**HIPAA**”) and its related rules and regulations; and
- (iii) CJI Data.

20.2 For clarity, as of the Effective Date of the Contract, the parties do not anticipate that Contractor will collect, Process, or store any PII, PHI, or CJI Data under the terms of this Contract and agree that if that status should change, the Parties will execute any documentation that the parties agree is reasonably necessary to ensure compliance with all applicable Laws. 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.

20.3 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 strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;
- (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, any applicable Statement of Work, and applicable law;
- (c) keep and maintain State Data in the continental United States and
- (d) 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.

20.4 Contractor will not permit any subcontractor to access State Data unless such subcontractor is subject to a written contract with Contractor protecting the State Data with terms consistent with those of **Section 20**. As between Contractor and State, Contractor will pay any fees or costs related to each subcontractor’s compliance with such terms, including without limitation terms governing audits and inspections.

20.5 Discovery. Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State’s use of the Software and Hosted Services, if applicable. Contractor will notify the State Project Manager by the fastest means available and also in writing. In no event will Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State’s prior approval of Contractor’s proposed responses except where the subpoena or an order of the court forbids the Contractor from providing notice to the State of the subpoena or order. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

20.6 Loss or Compromise of Data. In the event of any act, error or omission, negligence, willful misconduct, or breach on the part of Contractor or an actual and verified security breach of Contractor’s system or Software that stores or accesses State Data (where the Contractor or Software is storing or accessing State Data) that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

- (a) notify the State as soon as practicable but no later than the time frames required under the State’s, then current Incident Response Standard;
- (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials reasonably required to comply with applicable law;

(c) in the case of PII or PHI:

- (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within ten (10) calendar days of the occurrence;

(d) Where required by applicable in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; perform or take any other actions required to comply with applicable law as a result of the occurrence; and

(e) ;

(f) be responsible for recreating lost State Data where technically feasible; and

(g) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

20.7 The parties agree that without limitation any damages relating to the loss or compromise of State Data are to be considered direct damages and not consequential damages. This **Section 20** survives termination or expiration of this Contract.

20.8 The State acknowledges its responsibility for maintaining data backups. When Contractor activity could risk data loss, the Contractor and the State will agree in advance that data backups are current and available.

21. 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. This **Section 17** survives termination or expiration of this Contract.

21.1 Meaning of Confidential Information. 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; or,
- (c) should reasonably be recognized as confidential information of the disclosing party.

21.2 The term "Confidential Information" does not include any information or documentation that was or is:

- (a) in the possession of the State and 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, as will the Software, Specifications, and Documentation, provided none of the exceptions set forth in **Sections 21.2(a) – (e)** are applicable.

21.3 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where:

- (a) the subcontractor is a Permitted Subcontractor;
- (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and
- (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's and Permitted Subcontractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section**.

21.4 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

21.5 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, without limitation, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

21.6 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party or at the other party's request destroy (unless, in the Case of the State, retention is required by law and/or controlling data retention Schedule), any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon the request by the Contractor that the State destroy any and all Confidential Information of the Contractor in the State's possession or control, the State shall certify in writing the destruction of such Confidential Information within twenty (20) Business Days from the date of such request. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security

Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within five (5) Business Days from the date of confirmation from the State.

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

22.1 Right of Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("Financial Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

22.2 Right of Inspection. Within ten (10) business days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

22.3 Application. This **Section 22** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

23. Support Services. Contractor will provide the State with the Support Services described in the Service Level Agreement attached as **Schedule D** to this Contract. Such Support Services will be provided:

(a) Free of charge during the Warranty Period.

(b) Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Fees for such services in accordance with the rates set forth in the Pricing Schedule.

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

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

26. Maintenance Releases; New Versions

26.1 Maintenance Releases. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract.

26.2 New Versions. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

26.3 Installation. The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State will have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in a Statement of Work. Contractor will provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and Accepted by the State. The State will make reasonable efforts to upgrade as necessary to stay within two (2) major Maintenance Releases and New Versions of the Software. Except as provided in the Historic Version Support Section below, the State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

26.4 Historic Version Support. Contractor will provide support for each major version of the Software for at least twenty-four (24) months from the date of its general release, and shall notify the State of the end of support date at least twelve (12) months in advance. If State desires support beyond the end of support date, up to thirty-six (36) additional months, State and Contractor will agree to a fee schedule. Minor releases within each major version are supported for the life of the major version. Further, Contractor will continue to provide support for versions beyond their end of support date as long as the State is actively upgrading to the then current major version, and such support will be provided until the State has notified Contractor in writing that it has completed such upgrade. For clarity, version numbers are divided into sets of numbers separated by a decimal point. A change in the number to the left of the decimal point indicates a major change in the software, while changes in the number to the right of the decimal point indicate a minor change. If there have been no minor releases, there may not be a decimal point in the number; a whole number may be used. Examples of major version upgrades would be changing from: version 1 to version 2; version 1.0 to version 2.0; or version 2.11 to version 3.0. An example of a minor release would be changing from version 1 to version 1.1; or version 1.1 to version 1.2.

27. Source Code Escrow

27.1 Escrow Contract. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release. The cost of the escrow will be the sole responsibility of State.

27.2 Deposit. Within thirty (30) business days of the Effective Date, Contractor will deposit with the Escrow Agent, pursuant to the procedures of the Escrow Agreement, the source code for the Software, as well as the Documentation and names and contact information for each author or other creator of the Software. Promptly after release of any update, upgrade, patch, bug fix, enhancement, new version, or other revision to the Software, or a compilation of all such updates etc. on a six (6) month basis, Contractor will deposit updated source code, documentation, names, and contact information with the Escrow Agent. ("Deposit Material" refers to material required to be deposited pursuant to this **Section 27**.)

27.3 Verification. At State's request and expense, the Escrow Agent may at any time verify the Deposit Material, including without limitation by compiling source code, comparing it to the Software, and reviewing the completeness and accuracy of any and all material. In the event that the Deposit Material does not conform to the requirements of **Section 27.2** above:

- (a) Contractor will promptly deposit conforming Deposit Material; and
- (b) Contractor will pay the Escrow Agent for subsequent verification of the new Deposit Material. Any breach of the provisions of this **Section 27** will constitute material breach of this Agreement, and no further payments will be due from the State until such breach is cured, in addition to other remedies the State may have.

27.4 Deposit Material License. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the Deposit Material. The State will not receive a copy of the Deposit Material until the occurrence of a release event pursuant to the terms of the Escrow Agreement.

The State may not distribute or sublicense the Deposit Material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the Deposit Material created or transferred pursuant to this Agreement are licensed, not sold, and the State receives no title to or ownership of any copy or of the Deposit Material itself. The Deposit Material constitutes Confidential Information of Contractor pursuant to **Section 21** (Non-disclosure of Confidential Information) of this Agreement (provided no provision of **Section 21.4** calling for return of Confidential Information before termination of this Agreement will apply to the Deposit Material).

28. Contractor Representations and Warranties.

28.1 Authority. Contractor represents and warrants to the State that:

- (a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;
- (c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and
- (d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.
- (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.

28.2 Bid Response. Contractor Represents and warrants to State that:

- (a) No attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;
- (b) All written information furnished to the State by or for Contractor in connection with this Contract is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;
- (c) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and
- (d) If any of the certifications, representations, or disclosures made by Contractor change, the Contractor is required to report those changes immediately to the Contract Administrator.

28.3 Software Representations and Warranties. Contractor further represents and warrants to the State that:

- (a) it has the authority to enter into this Contract, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;
- (c) it has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;
- (d) neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

- (i) conflict with or violate any applicable law;
- (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or
- (iii) require the provision of any payment or other consideration to any third party;

when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software, the Hosted Services, if applicable, or Documentation as delivered or installed by Contractor does not or will not:

- (i) infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or
- (ii) fail to comply with any applicable law;

(g) as provided by Contractor, the Software, Contractor systems and Services does not or will not at any time during the license term contain any:

- (i) Harmful Code; or
- (ii) Open-Source Components that operate in such a way that it is developed or compiled with or linked to any Open-Source Components, other than Approved Open-Source Components specifically described in a Statement of Work or as a Schedule to this Contract.

(h) all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will any material features of the Software be undocumented although not all of the features will necessarily be available to the State; and

(i) it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract and will devote adequate resources to meet Contractor's obligations under this Contract;.

(j) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever;

(k) no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software.

(l) All Configurations or Customizations made during the Term will be forward-compatible with [future Maintenance Releases or New Versions and will be fully supported without additional costs.

(i)

(m) During the Term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Software, will apply solely to Contractor or its Permitted Subcontractors. Regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State Systems or networks.

28.4 Disclaimer. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SOFTWARE, AND ALL DOCUMENTATION, SERVICES AND OTHER MATERIALS ARE PROVIDED TO THE STATE "AS-IS" AND

THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith. CONTRACTOR, HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE DOCUMENTATION, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF THE STATE SYSTEMS, STATE'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM

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

30. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any Permitted Subcontractor that performs Contract Activities in connection with this Contract.

31. Compliance with Laws. The State, and the Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all applicable laws in connection with this Contract.

32. 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 the Contract.

33. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or Permitted Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

34. 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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

35. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

36. Force Majeure. Neither party will be in breach of this Contract because of any delay, failure or suspension of performance as a result of circumstances beyond the reasonable control of the party and without their fault or negligence, and none of the parties shall incur any liability to the other party as a result of such delay, failure or suspension. Circumstances deemed to be beyond the control of the parties hereunder include but are not necessarily limited to, acts of god or of the public enemy; insurrection; acts of the federal government; fires; floods; earthquakes; quarantine restrictions; strikes; freight embargoes or delays in transportation. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

37. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or 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' senior executive and either concludes that resolution is unlikely or fails to respond within fifteen (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.

38. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

39. 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.

40. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

41. Survival. The rights, obligations and conditions set forth in this **Section 41** and **Section 1** (Definitions), **Section 4** (Insurance), **Section 15** (Effect of Termination; Data Retention), **Section 16** (Indemnification), **Section 18** (Limitations of Liability), **Section 20** (State Data), **Section 21** (Non-Disclosure of Confidential information), **Section 28** (Representations and Warranties), and **Section 55** (Effect of Contractor Bankruptcy) and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration.

42. Administrative Fee and Reporting Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card:

State of MI Admin Fees: <https://www.thepayplace.com/mi/dtmb/adminfee>

State of Mi MiDEAL Fees: <https://www.thepayplace.com/mi/dtmb/midealfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

43. Extended Purchasing Program. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

44. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

45. If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

46. Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

47. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a **"Contract Change Notice"**). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

48. HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, to the extent that the State is providing the Contractor with Personal Health Information. As of the effective date of this Contract, the State warrant that a business associate agreement between the parties is not necessary and the State shall provide adequate notice to the Contractor where Personal Health Information will be provided by the State to the Contractor. .

49. Accessibility Requirements.

49.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:

(g) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;

(h) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;

(i) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;

(j) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;

(k) upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and

(l) participate in the State of Michigan Digital Standards Review described below.

49.2 State of Michigan Digital Standards Review. Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

49.3 **Warranty.** Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 15.1**.

49.4 Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards

49.5 Failure to comply with the requirements in this **Section 49** shall constitute a material breach of this Contract.

50. Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

51. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

52. Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

53. No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

54. Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

55. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and all Software and Deliverables are and will be deemed to be "embodiments" of "intellectual property," for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Code**"). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to all Software and other Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate will become subject to any bankruptcy or similar proceeding:

(a) all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract; and

(b) the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Software or other Deliverables, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

56. Schedules. All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing Schedule
Schedule C	Insurance Schedule
Schedule D	Service Level Agreement
Schedule E	Data Security Requirements
Attach 1 to Schedule E	FBI CJIS Security Addendum
Schedule F	Federal Provisions Addendum
Exhibit 1 to Schedule F	Byrd Anti-Lobbying Certification
Schedule G	Open Source Components of the Previously Licensed Software
Schedule H	Transition-Out Plan

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

58. Entire Agreement. These Contract Terms, including all Statements of Work and other Schedules and Exhibits (again collectively the "Contract") constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements including without limitation the Original Contract, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in these Contract Terms, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions and (b) second, Schedule E – Data Security Requirements and (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE CONTRACTOR, THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE PARTIES, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A STATEMENT OF WORK

1. PURPOSE

Contractor will continue to maintain, support and, at State's request, enhance, the Forensic Advantage software solution. If needed, the parties will define future enhancements in separate statements of work and incorporate same into contract change notices. Software implemented prior to the Effective Date of this Contract Change Notice shall be deemed by the parties as Accepted.

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

2. SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

All Contractor products and services must comply with all applicable State IT policies and standards.

Public 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 available after signing and returning to the State the required Nondisclosure Agreement (NDA) agreement.

Acceptable Use Policy

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/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor and Subcontractor 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 / Digital 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

Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

3. USER TYPE AND CAPACITY

Contractor's Solution must be able to meet the licensed number of Authorized Users. The Solution must be able to scale up or down without affecting performance.

4. ACCESS CONTROL AND AUTHENTICATION

Contractor's Solution must continue to maintain and support the existing access and authentication controls. When requested by the State, Contractor's solution must integrate with a State-approved IT Identity and Access Management (IAM) environment. One option is described in the State of Michigan Digital Strategy (http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351_69611-336646--,00.html), which consist of:

1. MILogin/Michigan Identity, Credential, and Access Management (MICAM)
 - a. An enterprise single sign-on and identity management solution based on IBM's Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM

Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State's Information Technology (IT) systems.

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

To integrate with a State-approved IT Identity and Access Management (IAM) environment, the Contractor's solution must support SAML, or OAuth or OpenID interfaces for the SSO purposes.

5. DATA RETENTION

Contractor's solution must support compliance with the State's data retention requirements.

6. SECURITY

Contractor and Contractor's software must comply with the following:

- Must sign the FBI Criminal Justice Information Services (CJIS) Security Addendum and maintain compliance with such document.
- If Contractor-hosted, Contractor must provide a GovCloud Solution that is hosted in a FedRAMP authorized IT environment.
- Must be encrypted in transit and at rest using AES encryption and 256 bit or higher encryption keys.
- Must be encrypted in transit and at rest using currently validated encryption modules in accordance with FIPS PUB 140-2 (as amended), *Security Requirements for Cryptographic Modules*.
- Must support the use of FIPS/National Institute of Standards and Technology (NIST) compliant multi-factor authentication for privileged/administrative and other identified access., The use of restricted methods such as SMMS text with passcode, phone call with temporary passcode or some other approved multi-factor methods may be appropriate based on data classification and level of access.
- Must remain compliant with FISMA and NIST Special Publication 800-53 (most recent version) MOD controls using minimum control values as established in the applicable State PSP's.

On-Premise

Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of 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, and Contractor must at all times comply with all applicable State IT policies and standards, of which the

publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

7. END USER OPERATING ENVIRONMENT

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

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

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

8. INTEGRATION

There are no integration services needed at this time, however the State may need integration services in the future. Contractor will continue to maintain and support existing integrations.

9. MIGRATION

Contractor will continue providing migration services as part of the software version upgrade that is currently in progress and will provide additional migration services in the future if required as part of a future upgrade or as otherwise requested by the State.

10. TRAINING SERVICES

Contractor must provide training to the State for application enhancements as requested and in the format requested by the State.

11. HOSTING

On-Premise. The State will host the Solution in its own environment.

12. DOCUMENTATION

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software. Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract. The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

13. TRANSITION SERVICES

Upon termination or expiration of the agreement, 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 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.

14. CONTRACTOR PERSONNEL

Contractor designates the following persons:

Contractor Contract Administrator. Role defined in Contract Terms.

Contractor
Name Vice President – Support Services
Address
Phone (336) 793-5627 x264256
Email DSmith@CaliberPublicSafety.com

Contractor Project Manager. Role defined in Contract Terms.

Contractor
Name Vice President, Professional Services
Address
Phone (336) 793-5627 x264257
Email DMayeau@CaliberPublicSafety.com

Contractor Service Manager. Primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name Kaylee Powell
Address
Phone (336) 793-5627 x264338
Email KPowell@CaliberPublicSafety.com

15. 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.

16. STATE RESOURCES/RESPONSIBILITIES

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

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

State 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.

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.

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to implementation technical advisement.

17. MEETINGS

Contractor must continue to attend meetings as part of the software version upgrade that is currently in progress as requested at no additional cost to the State.

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

18. PROJECT CONTROL & REPORTS

For the current project in progress, and for future projects once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor project implementation progress and report on a weekly basis to the State's Project Manager the following:

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

19. MILESTONES AND DELIVERABLES

Contractor must complete the software version upgrade that is currently in progress by September 30, 2020 unless otherwise agreed upon by the parties.

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

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

SUITE Documentation

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

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

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

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

**SCHEDULE B
PRICING**

Cost Table 1. Maintenance & Support Cost Detail

Description	Pricing
Base Contract Years	
September 1, 2021 – December 31, 2021	\$36,667
January 1, 2022 – December 31, 2022	\$110,000
January 1, 2023 – December 31, 2023	\$110,000
January 1, 2024 – December 31, 2024	\$110,000
January 1, 2025 – December 31, 2025	\$110,000
Base Years Subtotal	\$476,667
Option Years	
January 1, 2026 – December 31, 2026	\$112,750
January 1, 2027 – December 31, 2027	\$115,500
January 1, 2028 – December 31, 2028	\$118,250
January 1, 2029 – December 31, 2029	\$121,000
January 1, 2030 – December 31, 2030	\$124,000
Option Years Subtotal	\$591,500
TOTAL	\$1,068,167

Cost Table 2. Hourly Rates for Optional Additional Services

The hourly rates below will be firm through December 31, 2025.

Role	Remote	Onsite
Project Manager	\$200	\$200
System Analyst	\$175	\$175
Software Engineer	\$150	\$150
Quality Assurance / Quality Control Analyst	\$150	\$150
Technical Writer	\$125	\$125
Trainer	\$175	\$175

Cost Table 3. Software Pricing for Optional Additional Software

The licensing and maintenance fees below will be firm through December 31, 2025. Purchasing any of these optional items, will require a Contract Change Notice. In the event the State adds a product not hosted by the State, the Contract Change Notice will require additional terms and conditions related to software not hosted by the State.

Product	Description	License	Annual Maintenance
FA-Named	Forensic Advantage Named Client License	\$1,500	\$330
FA-Batch Processing	Batch Processing License	\$27,500	\$6,050
FA-AuthXAccess	AuthXAccess License	\$27,500	\$6,050
FA-Property Connect	Property Connect License	\$17,500	\$3,850
FA-Expungement	Expungement Module	\$15,000	\$3,300
FA-BrAD	Breath Alcohol Database	\$62,500	\$13,750
FA-DNA	DNA Databank	\$62,500	\$13,750
FA-PERK	Physical Evidence Recovery Kit Tracker	\$77,500	\$17,050

FA-AuthXAccess-SaaS	Monthly Subscription for AuthXAccess	\$950/mo	
FA-Property Connect-SaaS	Monthly Subscription for Property Connect	\$600/mo	
FA-BrAD-SaaS	Monthly Subscription for BrAD	\$2,150/mo	
FA-DNA-SaaS	Monthly Subscription for DNA Databank	\$2,150/mo	
FA-PERK-SaaS	Monthly Subscription for PERK Tracker	\$3,000/mo	

Note

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State will have the immediate benefit of such lower prices for new purchases. Contractor will send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel and Expenses

The State does not pay for overtime or travel expenses.

SCHEDULE C - INSURANCE SCHEDULE

Required Coverage.

1.1 Insurance Requirements. Contractor 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 Permitted 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 \$1,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	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.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan as additional insured.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u>	Waiver of subrogation, except where waiver is prohibited by law.

Coverage according to applicable laws governing work activities.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan as additional insured; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

1.2 If any of the required policies provide claim-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; 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 unless the Contractor's insurance coverage already contains measures to permit a claim being filed after an insurance policy expires/terminates for an issue that arose during the insurance policy term.

1.3 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 Permitted 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.

Non-waiver. This Insurance Schedule is not intended to and is not to be construed in any manner to waive, restrict or limit the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

SCHEDULE D - SERVICE LEVEL AGREEMENT

The parties agree as follows:

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

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

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

“Covered Software Issues” Software Maintenance covers any issue or problem that is the result of a verifiable, replicable error (Contractor will use all reasonable means to verify and replicate) in the Licensed Software (“Verifiable Contractor Issue”). An error will be a Verifiable Contractor Issue only if it constitutes a material failure by the licensed Software to function in accordance with the applicable licensed Software Documentation. Errors caused by the following circumstances are not covered under this contract:

- i. Except for Configurations made with consent of Contractor, the licensed Software was modified by a party other than Contractor or an authorized agent of Contractor or
- ii. The error was caused by a defect, failure or issue with Customer’s equipment or third party software not procured or provided by Contractor, unless Contractor specifically indicated the equipment and/or software was interoperable with the licensed Software.

If the parties determine the State’s problem is not caused by Contractor or its Systems, Equipment, or Software, or is otherwise outside Contractor’s reasonable control, Contractor is not obligated to provide support under this Agreement. This scenario is called “out of scope support.” For out of scope support, whether provided remotely or at State’s site, the State agrees to pay Contractor its fees for time and expense at Contractor’s then current rate for onsite “out of scope support.”

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

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

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

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

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

“Resolve” and the correlative terms, **“Resolved”**, **“Resolving”** and **“Resolution”** each have the meaning set forth in **Section 2.4**

“Service Credit” has the meaning set forth in **Section 3.1**

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

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

“Service Level Table” means the table set out in **Section 2.4**

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

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

"Support Hours" means 8 a.m. to 5 p.m. Monday through Friday.

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

"Support Request" has the meaning set forth in **Section 2.2**.

2. Support Services. The State will provide First Line Support prior to making a Service Request for Second Line Support. Contractor shall perform all Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section 2**.

2.1 Support Service Responsibilities. Contractor shall:

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

2.2 Support Requests. Once the State has determined that an Error is not the result of a **State Cause**, the State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the support request classification and definitions of the Service Level Table set forth in **Section 2.4** (each a "**Support Request**"). The State shall notify Contractor of each Support Request by e-mail or telephone. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

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

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

2.4 Service Level Table. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of

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

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	<p>(a) Issue affecting entire Software system or single critical production function;</p> <p>(b) Software down or operating in materially degraded state;</p> <p>(c) Data integrity at risk;</p> <p>(d) Material financial impact;</p> <p>(e) Widespread access interruptions: or</p> <p>(f) Classified by the state as a Critical Service Error</p>	Contractor shall acknowledge receipt of a Support Request within thirty (30) minutes.	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than eight (8) hours after Contractor's receipt of the Support Request.</p> <p>Contractor may Resolve the Support Request by way of a work-around if accepted in writing by the State until appropriate resolutions are tested and implemented.</p> <p>If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be reduced to a High Service Error.</p>

High Service Error	<p>(a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or</p> <p>(b) Primary component failure that materially impairs Software's performance;</p> <p>(c) Data entry or access is materially impaired on a limited basis; or</p> <p>(d) performance issues of severe nature impacting critical processes</p>	Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within twenty-four (24) hours.	<p>Contractor shall Resolve the Support Request as soon as practicable and no later than three (3) business days after Contractor's receipt of the Support Request.</p> <p>Contractor may Resolve the Support Request by way of a work-around if accepted in writing by the State until appropriate resolutions are tested and implemented.</p> <p>If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the support classification assessment will be reduced to a Medium Service Error.</p>
Medium Service Error	<p>An isolated or minor Error in the Software that meets any of the following requirements:</p> <p>(a) does not significantly affect Software functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software functions; or</p> <p>(c) does not materially affect the State's use of the Software</p>	Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.	Contractor will review all reported items and prioritize accordingly in the development process.
Low Service Error	Request for assistance, information, or services that are routine in nature.	Contractor shall acknowledge receipt of the Support Request within five (5) Business Days.	N/A

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

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

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

(a) the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution;

(b) its Service Level performance, including Service Level response and Resolution times; and

(c) the Service Credits to which the State has become entitled.

3. Service Credits.

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

Support Request Classification	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	An amount equal to 5% of the then current monthly Support Fee for each hour by which Contractor's response exceeds the required Response time will be accrued as a credit for Professional Services during the term.	An amount equal to \$1,000 for any portion of each 24-hour period by which Contractor's Resolution of the Support Request exceeds the required Resolution time. Contractor will continuously work to troubleshoot, test and resolve issues for Critical Service Errors.
High Service Error	An amount equal to 3% of the then current monthly Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Response time will be accrued as a credit for Professional Services during the term..	An amount equal to \$500 for any portion of each 24-hour period by which Contractor's Resolution of the Support Request exceeds the required Resolution time. Contractor will continuously work to troubleshoot, test and resolve issues for High Service Errors.

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

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

3.4 Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels for Resolution of any Critical Service Errors or High Service Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section 3**, the State may terminate this Schedule for cause in accordance with terms of the Contract.

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

ATTACHMENT 1 TO SCHEDULE D – CONTACT LIST

For issues that extend beyond standard Maintenance and Support, the following escalation plan should be followed:

Customer Success Manager
Kaylee Powell

Director, Enterprise Accounts
Nellie De Los Santos

Vice President, Customer Success
Derek Smith

Vice President, Forensic Advantage
David Romig, II

SCHEDULE E –DATA SECURITY AGREEMENT

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

“**Contractor Security Officer**” has the meaning set forth in **Section 1** of this Schedule.

“**Contractor Systems**” means the hosting, management and operation of the information technology infrastructure, including all computing hardware, ancillary equipment, networking, Software, firmware, databases, data, other services (including support and subcontracted services), and related resources used by or for Contractor in connection with the Contract Services.

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

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“**Hosting Provider**” means any Permitted Subcontractor that is providing any or all of Hosted Services under this Contract.

“**Hosted Services**” has the meaning set forth in **Section 1** of the Terms and Conditions.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

2. Security Officer. 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**”).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor’s or its subcontractor’s possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSP’s to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor’s data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html. Applicable non-publicly available PSP’s are available after signing and returning to the State the required Nondisclosure Agreement (NDA) agreement.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor Responsibilities are determined from the PSP's based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations. The parties acknowledge that changes to State policies or regulations may require a Contract Change Notice.

When changes are made to state policies or regulations, the State will notify the Contractor of the change. The Contractor will implement those changes within a reasonable amount of time.

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor and Subcontractor(s) Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP, or an equivalent State approved, authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP or an equivalent State approved authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST MOD controls for the Hosted Services throughout the Term;

5.3 ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800-53 (most recent version) MOD Controls using minimum control values as established in applicable State PSP's;

5.5 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 ensure a level of security appropriate to the risks presented by the processing of the State's Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Data from being commingled with

or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation. Contractor will assist the State, at no additional cost, with development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's Solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through 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 3. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits. During the Term, Contractor will:

8.1 maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Schedule using applicable State data retention schedules;

8.2 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 penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

8.3 if requested by the State, provide a copy of Contractor's or Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

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 without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete and return to the State, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

Audit Findings. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

State's Right to Terminate for Deficiencies. The State reserves the right, at its sole election, to terminate this Contract or a Statement of Work without limitation and without further liability if the State determines that Contractor fails to meet its obligations under this Section .

9. Application Scanning. For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete the scanning and the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Application scanning and remediation must include the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (May include IAST)

(a) Contractor must either a) grant the State the right to dynamically scan the application code to a deployed version of the solution; or b) in lieu of the State performing a scan, Contractor must provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release. Scans should be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete the scanning and the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all code for each major release.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation

(a) For software that includes third party and open source software, all included third party software must be documented and the source supplier must be monitored for notification of identified vulnerabilities. SCA scans may be included as part of SAST and DAST scanning or employ the use of as SCA tool to meet the scanning requirements. These scans must be completed for all third-party code initially, for all updated third-party code, and for all third-party code in each major release.

9.4 Application Application scanning and remediation must include the following types of scans and activities as required based on, regulatory requirements, data classification and/or composition, or as identified in contractual agreements.

(a) If provided as part of the solution, all Native mobile application software must meet the scanning requirements, including any interaction with an Application Programming Interface (API)

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that can be transferred to State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure periods, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination for Services that were prepaid but which were not yet rendered.

12. PCI Compliance.

12.1 The parties agree that the Contractor is not processing, transmitting, storing or otherwise processing credit/debit cardholder data as of the effective date of this Contract. If Contractor does process, transmit store or affect the security of credit/debit cardholder data, Contractor must adhere to the PCI Data Security Standard. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

12.2 The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

12.3 The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.

12.4 Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

12.5 The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

Where this section applies, the Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) if or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

SCHEDULE E, Attachment 1

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:
Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

SCHEDULE F - Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such

other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

(1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination

of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later

determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Changes. See the provisions regarding modifications or change notice in the Contract Terms.

DHS Seal, Logo, And Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- (2) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (3) No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”
- (4) Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Exhibit 1 to Schedule F - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SCHEDULE G – OPEN-SOURCE COMPONENTS

1. PDF Sharp – open source license terms:

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Schedule H

Transition-Out Plan

Transition activities are subject to **Section 15.3** of the Contract Terms.

This Technology Transition Plan (TTP) succinctly documents the commitments of participants to transition application data and wind-down operations of the application platform. It is expected that this plan be treated as a living document to be updated by the participants as appropriate. At specific “gates” throughout the process the document will be reviewed by the key constituents to confirm scope, measure progress, and determine how the effort should continue.

Contractor activities shall be provided on a Time & Materials basis as then current hourly rates.

Business Case

If/When State decides to discontinue use of Contractor’s software products and/or services, the parties will collaborate to perform the following:

- Create a comprehensive backup of the entire application platform
- Export data in a mutually agreeable format
- Discontinue operation of the software
- Uninstall Contractor’s software



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 071B1300154

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2011	December 31, 2015	5 - 1 Year	June 30, 2021	
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 checked="" type="checkbox"/>	1 Month	August 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,054,629.18	\$6,279.17		\$1,060,908.35	
DESCRIPTION				
Effective 7/31/2021, the parties extend the contract to 8/31/2021 and add \$6,279.17 for ongoing maintenance and support. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 12/15/2020.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov



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 **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
January 1, 2011	December 31, 2015	5 - 1 Year		June 30, 2021
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 checked="" type="checkbox"/>	1 Month	July 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,048,350.01	\$6,279.17		\$1,054,629.18	
DESCRIPTION				
Effective 6/29/2021, the parties extend the contract to 7/31/2021 and add \$6,279.17 for ongoing maintenance and support. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 12/15/2020.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov



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 **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2011	December 31, 2015	5 - 1 Year	May 31, 2021	
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 checked="" type="checkbox"/>	1 month	June 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,042,070.84	\$6,279.17	\$1,048,350.01		
DESCRIPTION				
Effective 5/26/2021, the parties extend the contract to 6/30/2021 and add \$6,279.17 for ongoing maintenance and support. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 12/15/2020.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
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CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2011	December 31, 2015	5 - 1 Year	April 30, 2021	
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 checked="" type="checkbox"/>		May 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,035,791.67	\$6,279.17	\$1,042,070.84		
DESCRIPTION				
Effective 4/29/2021, the parties extend the contract to 5/31/2021 and add \$6,279.17 for ongoing maintenance and support. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 12/15/2020.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

STATE OF MICHIGAN
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 Department of Technology, Management, and Budget
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 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 071B1300154

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2011	December 31, 2015	0 - 1 Year	March 31, 2021	
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 checked="" type="checkbox"/>	1 month	April 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,029,512.50	\$6,279.17	\$1,035,791.67		
DESCRIPTION				
Effective 3/29/2021, the parties extend the contract to 4/30/2021 and add \$6,279.17 for ongoing maintenance and support. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 12/15/2020.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov



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 **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2020	
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 checked="" type="checkbox"/>	3 months	March 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,010,675.00	\$18,837.50	\$1,029,512.50		
DESCRIPTION				
Effective 12/15/2020, the parties extend the contract to 3/31/2021 and add \$18,837.50 for ongoing maintenance and support. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 12/15/2020.				

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

AGENCY	NAME	PHONE	EMAIL
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov



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 **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	david.romig@thincit.com
	CV0059413

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

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2019	
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 checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		December 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,010,675.00	\$0.00	\$1,010,675.00		
DESCRIPTION				
Effective 10/23/2019, the State exercises the final option year and utilizes existing contract funds for the attached quote. 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
MSP	John Bowen	517-284-3486	BowenJ1@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

Additional Contractor Contacts

James Billings
General Manager, Forensic Advantage
Jim.Billings@THInclT.com
440-781-9625

Brent Smith
Director Forensic Advantage and Enterprise Accounts
Brent.Smith@THInclT.com
804.673.5717 office
804.938.7737 mobile



Quotation 1909-2301

THIncIT, LLC
200 S. 10th Street Suite 900
Richmond VA, 23219
804.794.3491 Fax: 804.794.6194

Qte# 1909-2301

Date Issued: 09/23/19

Validity: 12/31/2019

To: Michigan State Police Crime Lab
Attn: John Bowen and Linda Strauch
email: StrauchL@michigan.gov BowenJ1@michigan.gov

Quote Date	Requisitioner	Ship VIA	Date Needed	Terms
9/23/2019	Brent Smith			Net 30

QTY	Unit	Description	Unit Price	Total
300	Client Licenses	Annual Maintenance FA Client Licenses 5x8 Maintenance and Support	\$ 214.50	\$ 64,350.00
		5 x 8 Maintenance and Support Period Contract Period 1/1/20 - 12/31/20		
1	Server License	Annual Maintenance FA Enterprise Server License	\$11,000.00	\$11,000.00
		5 x 8 Maintenance and Support Period Contract Period 1/1/20 - 12/31/20		
		Contract Number 071B1300154		
<input type="checkbox"/> Standard Shipment <input type="checkbox"/> Blind Drop Ship			SUBTOTAL	\$75,350.00
COMMENTS:			SALES TAX	
			TOTAL	\$75,350.00

1. To authorize this quote as an order please sign below
2. Send all correspondence to:
THIncIT, LLC
200 S. 10th Street Suite 900 Richmond VA 23219



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**

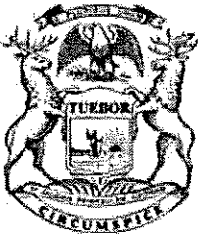
to

Contract Number **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	dr2@tcsc.com
	CV0059413

STATE	Program Manager	John Bowen	MSP
		517-322-6156	
		BowenJ1@michigan.gov	
	Contract Administrator	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

CONTRACT SUMMARY				
LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" 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 checked="" type="checkbox"/>		<input type="checkbox"/>		December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,010,675.00	\$0.00	\$1,010,675.00		
DESCRIPTION				
<p>Effective 12/21/2018 the State is exercising the 4th of 5 option years to begin on 1/1/2019. The State is using existing funds in the amount of \$89,975.00 for annual maintenance/ support of FA Client and Enterprise Server Licenses as well as the purchase of additional FA licenses. The revised contract expiration date is 12/31/2019.</p> <p>In addition, the vendor name has changed from The Computer Solution Company of VA Inc. to THInc.IT. The new vendor Tax ID is 82-2080698.</p> <p>All other terms, conditions, specifications and pricing remain the same per agency, contractor and DTMB Procurement.</p>				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number 071B1300154

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.	STATE	Program Manager	John Bowen	MSP
	1525 Hugenot Road			517-322-6156	
	Midlothian, VA 23113		Contract Administrator	BowenJ1@michigan.gov	
	David Romig			Timothy Taylor	DTMB
	804-794-3491			(517) 284-7000	
	dr2@tcsc.com			taylort27@michigan.gov	
	*****1839				

CONTRACT SUMMARY

MSP LABORATORY CASE MANAGEMENT SYSTEM

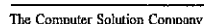
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		December 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,010,675.00	\$0.00	\$1,010,675.00		

DESCRIPTION

Effective 12/14/2017 the State is exercising the 3rd of 5 options years and is using existing funding in the amount of \$86,757.50 for annual maintenance and support of FA Client Licenses and Enterprise Server and the purchase of additional FA licenses. The revised contract expiration date is 12/31/2018. All other terms, conditions, specifications and pricing remain the same. Per agency, contractor and DTMB Procurement

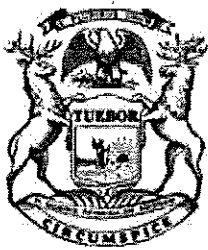


TCSC - The Computer Solution Company
1525 Huguenot Road
Midlothian, VA 23113
804.794.3491 Fax: 804.794.6194

To: Michigan State Police
Attn: Inspector John Bowen
email: BowenJ1@michigan.gov

Quote Date		Requisitioner		Ship VIA	Date Needed	Terms	
12/5/2017		Pete Eklund				Net 30	
QTY	Unit	Description			Unit Price	Total	
285	Client Licenses	Annual Maintenance for FA Client Licenses 5X8 Maintenance and Support			\$214.50	\$61,132.50	
		Contract Period 1-1-2018 thru 12-31-2018					
1	Server License	Annual Maintenance for FA Enterprise Server Licenses 5X8 Maintenance and Support			\$11,000.00	\$11,000.00	
		Contract Period 1-1-2018 thru 12-31-2018					
15	Client Licenses	Additional Client Licenses to cover needed additional Licenses			\$975.00	\$14,625.00	
<input type="checkbox"/> Standard Shipment <input type="checkbox"/> Blind Drop Ship					SUBTOTAL		\$86,757.50
COMMENTS:					SALES TAX		
					TOTAL		\$86,757.50

1. To authorize this quote as an order please sign below
2. Send all correspondence to:
TCSC, Inc.
1525 Huguenot Road, Midlothian, VA 23113
Fax: 804.794.6194



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

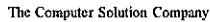
to

Contract Number **071B1300154**

CONTRACTOR	THE COMPUTER SOLUTION COMPANY OF VA INC.
	1525 Hugeunot Road
	Midlothian, VA 23113
	David Romig
	804-794-3491
	dr2@tcsc.com
	*****1839

STATE	Program Manager	John Bowen	MSP
		517-322-6156	
		Bowenj1@Michigan.gov	
		James Topping	DTMB
		(517) 284-7000	
Contract Administrator		toppingj@michigan.gov	

CONTRACT SUMMARY				
MSP LABORATORY CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		NA		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	one (1) year	<input type="checkbox"/>	NA	December 31, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,010,675.00	\$0.00	\$1,010,675.00		
DESCRIPTION				
Effective 12/16/2016, this change notice is for Forensic Advantage-Case & Evidence Software Maintenance and Support. Additionally the vendor has agreed to the same pricing as 2016 for the second option year (270 licenses at \$214.50 per license and \$11,000 for the enterprise server).				
All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement and DTMB Procurement.				



Quotation

Attn: John Bowen Assistance Director
email: bowen1@michigan.gov

1. To authorize this quote as an order please sign below
2. Send all correspondence to:
TCSC, Inc.
1525 Huguenot Road, Midlothian, VA 23113
Fax: 804.794.6194

Date _____

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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B1300154
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
The Computer Solution Company Of Va Inc. 1525 Huguonot Road Midlothian VA, 23113	David Romig	dr2@tcsc.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	804-794-3491	*****1839

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	David Roach	517-241-2220	Roachd2@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrold Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Msp Laboratory Case Management System			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2011	December 31, 2015	5 - 1 Year	December 31, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes X No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		December 31, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,010,675.00		\$ 0	\$1,010,675.00	
DESCRIPTION: Effective November 6, 2015, the State exercises the first option year and renews the licenses listed in the attached documentation at a total cost of \$66,770.00, utilizing existing funds. Remaining balance after amendment: \$449,945.00. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement agreement.				

CONTRACT NO. 071B1300154

The Michigan State Police (MSP) Forensic Science Division (FSD) originally had 9 servers being supported at a cost of \$5,390 per server (total \$48,510). Those 9 servers were consolidated into 1 enterprise server at a cost of \$11,000, for a savings per year of \$37,510. Furthermore, an additional 10 client licenses have been added to support the department. Attachment A- Cost Tables A and B have been updated to support the first Option Year. All other terms and conditions of the contract still apply.

Attachment A - Cost Tables

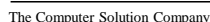
Option Year Cost Table

Table A. Client Licenses Pricing: Annual 5x8 Maintenance and Support for FA Client Licenses

Option Contract Term Year	Year 1 1/1/16-12/31/17
Client Licenses	260
Client Licenses (Unit Price)	\$214.50
Client Licenses (Total)	\$55,750.00

Table B. Server Licenses Pricing: Annual 5x8 Maintenance and Support for FA Server Licenses

Option Contract Term Year	Year 1 1/1/16-12/31/17
Enterprise Server Licenses	1
Enterprise Server Licenses (Unit Price)	\$11,000.00
Enterprise Server Licenses (Total)	\$11,000.00



TCSC - The Computer Solution Company
1525 Huguenot Road
Midlothian, VA 23113
804.794.3491 Fax: 804.794.6194

To: Michigan State Police
Attn: Captain Greg Michaud Director
email: MichaudG@michigan.gov

Quote Date		Requisitioner		Ship VIA		Date Needed		Terms	
4/13/2009		Pete Eklund						Net 30	
QTY	Unit	Description				Unit Price	Total		
260	Client Licenses	Annual Maintenace for FA Client Licenses 5X8 Maintenance and Support				\$214.50	\$55,750.00		
		Contract Period 1-1-2016 thru 12-31-2016							
1	Server License	Annual Maintenace for FA Enterprise Server Licenses 5X8 Maintenance and Support				\$11,000.00	\$11,000.00		
		Contract Period 1-1-2016 thru 12-31-2016							
<input type="checkbox"/> Standard Shipment <input type="checkbox"/> Blind Drop Ship						SUBTOTAL		\$66,750.00	
COMMENTS:						SALES TAX			
						TOTAL		\$66,750.00	

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 15, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
OF
CONTRACT NO. 071B1300154
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF CONTRACTOR The Computer Solution Company of VA, Inc. d/b/a Forensic Advantage Systems 1525 Huguenot Rd. Midlothian, VA 23113 Email: dr2@tcsc.com		TELEPHONE David P. Romig II (804) 794-3491
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-3993 Dale N. Reif
Contract Compliance Inspector: Forensic Advantage - Case & Evidence Software Maintenance & Support		
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: January 1, 2011 To: December 31, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

TOTAL ESTIMATED CONTRACT VALUE: \$1,010,675.00

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

CONTRACT NO. 071B1300154
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR The Computer Solution Company of VA, Inc. d/b/a Forensic Advantage Systems 1525 Huguenot Rd. Midlothian, VA 23113		TELEPHONE David P. Romig II (804) 794-3491
		CONTRACTOR NUMBER/MAIL CODE
Email: dr2@tcsc.com		BUYER/CA (517) 373-3993 Dale N. Reif
Contract Compliance Inspector: Forensic Advantage - Case & Evidence Software Maintenance & Support		
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: January 1, 2011 To: December 31, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of RFP# 084R0200135, this Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.		
Estimated Contract Value: \$1,010,675.00		

FOR THE CONTRACTOR:

The Computer Solution Company of VA, Inc.
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Dale N. Reif, Buyer

Name/Title
IT Division

Division

Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Buyer Name: Dale N. Reif
Telephone Number: (517) 373-3993
E-Mail Address: reifd@michigan.gov

Contract Number: 071B1300154

Forensic Advantage – Case & Evidence Software
Maintenance and Support
Michigan State Police - Forensic Science Division
Laboratory Case Management System



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Article 1 – Statement of Work (SOW)

1.000 Project Identification

This Contract is for maintenance and support of the Forensic Advantage – Case & Evidence software for the Laboratory Case Management System (LCMS) for the Forensic Science Division (FSD) of the Michigan State Police (MSP). This contract also includes services and documentation.

1.100 Scope of Work and Deliverables

1.101 Scope of Work

The Contract includes software maintenance, support, documentation and services. A detailed description is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 Out of Scope

The State is not seeking a new or replacement system.

1.104 Work and Deliverables

Contractor provides support, extended services, product documentation and software maintenance for each of its software products. Additional information is reference in the attached FAS Software Maintenance Agreement. The State reserves the right to purchase additional software licenses, maintenance and support, services and training.

MAINTENANCE AND SUPPORT

The Contractor must provide maintenance and support of the Forensic Advantage – Case & Evidence software for the Laboratory Case Management System (LCMS) for the Forensic Science Division of the Michigan State Police.

- **Software Maintenance/Application Support**

Any major release that may require an upgrade to a State server or desktop operating system or a third party software used as part of the LCMS system must be documented and provided to the State a minimum of three (3) months prior to implementation. The time frame for implementation must be mutually agreed upon between the State and the Contractor and is necessary to ensure all the requirements can be obtained.

The State must receive advanced notice of all scheduled releases. Installation of such releases must be agreed upon by the State and the Contractor. The State must be notified of any material errors or defects known, or made known to Contractor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and must initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

All new releases and bug fixes for any software deliverable developed or published by Contractor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.

The State must communicate software errors and incidents to the Contractor as outlined below. The communication should describe the incident, circumstances and severity level. Reported incidents will be promptly investigated and, if confirmed a software error, Contractor shall make reasonable efforts to correct such error. Correction of confirmed software errors will be limited to the current version used by the State of Michigan, while a mutually agreeable workaround may be provided for back releases.

- **User Support:**

- **First Tier Customer Support** – MSP Forensic Science Division Business Subject Matter Experts (BSME) must take the support call first. The BSME must answer business related questions, and questions related to the intended use of the system.
- **Second Tier Customer Support** – Department of Technology, Management, and Budget (DTMB) Agency Services systems analyst must address problems with connectivity and/or configuration. Assists Forensic Science Division and the Contractor in determining the cause of the problem.



- **Third Tier Customer Support** – The Contractor provides user support of the system at this tier as follows:
 - **Online Support:**
Contractor provides a Customer Care Portal to facilitate submission of issues electronically. A support person will be assigned to each electronic support request (issues, show-stopper, performance, etc.) and a preliminary response provided within two (2) business hours.
 - **Telephone Support:**
Contractor provides toll-free telephone support from 8:00am to 5:00pm EST, Monday through Friday, excluding national holidays. If a support person is not immediately available, one will be assigned and a call back initiated within two (2) business hours. Only calls placed through Company customer support lines are subject to the response times set forth above.
 - **Off-hours Support:**
Off-hours support will be provided via a published emergency support number. A support person will be assigned and a call back will be initiated within eight (8) hours. Only calls placed to the published emergency support number are subject to the response times set forth above.
- **Technical Support**
 - Contractor has remote diagnostic capabilities.
 - Contractor provides technical support 8:00 AM to 5:00 PM, Monday through Friday, EST with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management.
 - Emergency assistance is available 24 hours a day, seven days a week, at no additional cost to the State.
 - A Web-enabled help desk interface is provided at no additional cost.
 - Technical Support is provided for superseded releases and back releases still in use by the State.

SERVICES

The State may purchase additional services related to the LCMS environment from this Contractor for up to \$500,000 over the Contract term. The written requests for service should be submitted via the Customer Care Portal or email. Within five (5) business days, the Contractor will respond with a Statement of Work documenting the scope, deliverables, level of effort and projected timeframe. The services must be mutually agreed upon and the Contractor shall not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this Contract.

DOCUMENTATION

For each release of Forensic Advantage, Contractor will provide an electronic document of the following documents at the time of deployment/installation:

Release Notes: At a minimum, product release notes will detail the following:

- Changes to the underlying 'minimum requirements' (i.e. 3rd-party components)
- Description of new application features and/or functionality
- Summary of bug-fixes
- Security and/or configuration changes (user access or administrator access, etc.)

Administrator Guide: A document that details features, functionality and tools that enable the system administrator to monitor and maintain the application platform. The State may reproduce this manual for management purposes only.

User Guide: A document that details features, functionality and business processes that are leveraged by end-users in performing their day-to-day activities.

Help Files: Default context-sensitive help will be provided that addresses each screen and/or application field. MSP-FSD will be provided with the ability to customize these files to suit its individual requirements.



1.200 State Roles and Responsibilities

1.201 CONTRACT COMPLIANCE INSPECTOR

The Contract Compliance Inspectors are responsible to monitor Contract activities on a daily basis.

Name	Agency/Division	Title
Barb Suska	DTMB Purchasing Operations	Contract Administrator
David Romig II	TCSC d/b/a Forensic Advantage Systems	President

1.202 PROJECT MANAGER

The Project Managers will oversee the project:

Name	Agency/Division	Title
Gordon Mayes	DTMB Agency Services (MSP and DMVA)	DTMB Project Manager
Greg Michaud	MSP	MSP Project Manager
Peter Natale	TCSC d/b/a Forensic Advantage Systems	Vice President

1.300 Compensation and Payment

1.301 COMPENSATION AND PAYMENT

Method of Payment

Maintenance and support charges must be paid annually, consistent with current practices. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Attachment A provides the Costs Tables for this Contract. Payment must be made according to the Cost Table.

If additional licenses including Maintenance and Support are purchased, the Contractor will pro-rate the maintenance to co-terminate with the current maintenance schedule end date.

Travel - The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Invoicing - Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order.

Incorrect or incomplete invoices will be returned to Contractor. Invoices must provide and itemize, as applicable:

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

1.302 TAX EXCLUDED FROM PRICE

Sales Tax: The State is exempt from sales tax for direct purchases. The Bidder's prices must not include sales tax. Purchasing Operations will furnish exemption certificates for sales tax upon request.

Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing



exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.400 IT Specific Requirements

1.401 CONTRACT MANAGEMENT

Contract/Project Communications Management includes the processes required to ensure timely and appropriate generation, dissemination, and ultimately disposition of project information.

Submission of Deliverables

Contractors Project Manager will prepare a Deliverable Acceptance Form and forward it with the respective deliverable to the MSP-FSD and DTMB Project Managers for consideration.

Assessment of Deliverables

The MSP-FSD and DTMB Project Managers will confirm that the deliverable meets the requirements as defined in the Statement of Work and that the deliverable is complete. Additional work on, or changes to, an accepted deliverable that are requested by MSP-FSD will be managed through the Change Management Process.

Acceptance / Rejection

After reviewing, the MSP-FSD and DTMB Project Managers will either accept the deliverable (by signing and dating the Deliverable Acceptance form) or will provide a written reason for rejecting it and will return the Deliverable Acceptance Form to the Contractor's Project Manager. Deliverables shall be reviewed within three (3) business days from the time of submittal for acceptance.

Correction of Deliverables

Contractor will correct in-scope problems found with the deliverable and will address the correction of out-of-scope changes according to the Change Management Process. Contractor will submit a schedule for making changes to the deliverable within two (2) business days of receiving a rejected Deliverable Acceptance Form.

Monitoring and Reporting

Contractor's Project Manager will track deliverable Acceptance. Updates on Deliverable Acceptance will be discussed during regularly scheduled Status Meetings. Feedback supplied after the review period will be evaluated as a potential change of scope and managed through the change management process.

Change Management

Either party may request in writing additions, deletions or modifications to the services described herein ("Change"). Upon a request for Change, Contractor shall submit the change on a Change Request form describing the change and the impact of the change on the project schedule, fees and expenses. Within three (3) days of receipt of the proposed change request, MSP-FSD and DTMB Project Managers will either indicate acceptance of the proposed change by signing the Change Request form or advise the Contractor's Project Manager not to perform the change, in which event the Contractor's Project Manager will proceed only with the original services. Contractor shall have no obligation to commence work in connection with any Change until the fee and schedule impact of the Change is agreed upon in a written Change Request Form signed by the MSP-FSD and DTMB Project Managers and the Contractor's Program Manager. In the absence of approval, Contractor will not perform the proposed change. A Change in scope, time or funding may require State of Michigan approvals in addition to the Change request form, No services shall commence until the State obtains the required State Administrative Board approvals, completes a Contract Change Notice to the Contract and issues the required purchase order.

Escalation

Primary Point of Contact → MSP and DTMB Project Managers → Contract Compliance Inspector.



1.402 CONTRACTOR IDENTIFICATION

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

1.403 ENVIRONMENT

The Contractor is required to review all applicable links provided below and state compliance in their response. All services and products provided under this Contract must comply with all applicable State IT policies and standards. The Contractor must request any exception to State IT policies and standards in accordance with DTMB processes. The State may deny the exception request or seek a policy or standards exception.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

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

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

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html>

The State's security environment includes:

- DTMB Single Login.
- DTMB provided SQL security database.
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)

Single Login security environment must be used for all new client-server software development. In instances where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and DTMB's Office of Enterprise Security.

IT Strategic Plan:

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html>

IT eMichigan Web Development Standard Tools:

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

SUITE:

www.michigan.gov/suite

The SUITE website includes standards for project management, systems engineering, and associated forms and templates which must be followed.



Article 2 - Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of five (5) years beginning January 1, 2011 through December 31, 2015. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

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

2.003 LEGAL EFFECT

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

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

2.004 ATTACHMENTS & EXHIBITS

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

2.005 ORDERING

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

2.006 ORDER OF PRECEDENCE

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

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

2.007 HEADINGS

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

**2.008 FORM, FUNCTION & UTILITY**

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

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

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

2.011 NO WAIVER OF DEFAULT

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

2.012 SURVIVAL

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

2.020 Contract Administration**2.021 ISSUING OFFICE**

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

Dale N. Reif, Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
reifd@michigan.gov
517.373-3993

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:



Barb Suska
Dept of Technology, Management and Budget
Contract Administration Unit
530 W Allegan St
Lansing, Michigan 48933
Suskab2@michigan.gov
Phone 517-335-4067

David P. Romig II
The Computer Solution Company of VA, Inc.
d/b/a Forensic Advantage Systems
1525 Huguenot Road
Midlothian, VA 23113
dr2@tcsc.com
804-794-3491

2.023 PROJECT MANAGER

The following individuals will oversee the project:

DTMB Agency Services Project Manager:
Gordon Mayes
Michigan State Police
333 S. Grand Avenue
Lansing, MI 48933

Contractor's Project Manager:
Peter Natale
Forensic Advantage Systems
1525 Huguenot Road
Midlothian, VA 23113

MSP Project Manager:
Greg Michaud

2.024 CHANGE REQUESTS

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

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

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

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

(1) Change Request at State Request

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

(2) Contractor Recommendation for Change Requests:

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



- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
- (4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

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

State: State of Michigan
Purchasing Operations
Attention: Dale N. Reif
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor: The Computer Solution Company of VA, Inc.
d/b/a Forensic Advantage Systems
Attention: David Romig II
1525 Huguenot Road
Midlothian, VA 23113

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

2.026 BINDING COMMITMENTS

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

**2.027 RELATIONSHIP OF THE PARTIES**

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

2.028 COVENANT OF GOOD FAITH

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

2.029 ASSIGNMENTS

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

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

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

2.030 General Provisions**2.031 MEDIA RELEASES**

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

2.032 CONTRACT DISTRIBUTION

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

2.033 PERMITS

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

2.034 WEBSITE INCORPORATION

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



2.035 FUTURE BIDDING PRECLUSION

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

2.036 FREEDOM OF INFORMATION

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

2.037 DISASTER RECOVERY

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

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

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

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

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

2.043 SERVICES/DELIVERABLES COVERED

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

2.044 INVOICING AND PAYMENT – IN GENERAL

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



of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.

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

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

2.045 PRO-RATION

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

2.046 ANTITRUST ASSIGNMENT

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

2.047 FINAL PAYMENT

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

2.048 ELECTRONIC PAYMENT REQUIREMENT

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

2.050 Taxes

2.051 EMPLOYMENT TAXES

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

2.052 SALES AND USE TAXES

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

**2.060 Contract Management****2.061 CONTRACTOR PERSONNEL QUALIFICATIONS**

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

2.062 CONTRACTOR KEY PERSONNEL – DELETED NA**2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST**

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

2.064 CONTRACTOR PERSONNEL LOCATION

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

2.065 CONTRACTOR IDENTIFICATION

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

2.066 COOPERATION WITH THIRD PARTIES

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

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

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



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

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

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

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

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

2.072 STATE CONSENT TO DELEGATION

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

2.073 SUBCONTRACTOR BOUND TO CONTRACT

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

2.074 FLOW DOWN

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



2.075 COMPETITIVE SELECTION

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

2.080 State Responsibilities

2.081 EQUIPMENT

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

2.082 FACILITIES

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

2.090 Security

2.091 BACKGROUND CHECKS

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

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

2.092 SECURITY BREACH NOTIFICATION

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

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.



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

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

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

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

2.100 Confidentiality

2.101 CONFIDENTIALITY

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

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

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

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



2.103 EXCLUSIONS

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

2.104 NO IMPLIED RIGHTS

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

2.105 RESPECTIVE OBLIGATIONS

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

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

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

2.112 EXAMINATION OF RECORDS

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

2.113 RETENTION OF RECORDS

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



2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

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

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

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee,



commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 WARRANTY OF MERCHANTABILITY – DELETED NA

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE – DELETED NA

2.124 WARRANTY OF TITLE – DELETED NA

2.125 EQUIPMENT WARRANTY – DELETED NA

2.126 EQUIPMENT TO BE NEW – DELETED NA

2.127 PROHIBITED PRODUCTS – DELETED NA

2.128 CONSEQUENCES FOR BREACH – DELETED NA

2.130 Insurance

2.131 LIABILITY INSURANCE

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

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

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

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



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

See www.michigan.gov/dleg.

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

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

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

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

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

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

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

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

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

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

2.132 SUBCONTRACTOR INSURANCE COVERAGE

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



2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

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

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

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

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

2.142 CODE INDEMNIFICATION

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

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including



reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

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

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

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

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

2.146 INDEMNIFICATION PROCEDURES

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if



the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

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

2.152 TERMINATION FOR CAUSE

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

2.153 TERMINATION FOR CONVENIENCE

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



must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

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

2.155 TERMINATION FOR CRIMINAL CONVICTION

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

2.156 TERMINATION FOR APPROVALS RESCINDED

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

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis



at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

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

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed forty-five (45) days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 CONTRACTOR PERSONNEL TRANSITION

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

2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise



requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 CONTRACTOR SOFTWARE TRANSITION

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

2.175 TRANSITION PAYMENTS

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

2.176 STATE TRANSITION RESPONSIBILITIES

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

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

2.180 Stop Work

2.181 STOP WORK ORDERS

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

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

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

2.183 ALLOWANCE OF CONTRACTOR COSTS

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



2.190 Dispute Resolution

2.191 IN GENERAL

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

2.192 INFORMAL DISPUTE RESOLUTION

- (a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:
- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
 - (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.
- (c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

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

2.194 CONTINUED PERFORMANCE

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

**2.200 Federal and State Contract Requirements****2.201 NONDISCRIMINATION**

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

2.202 UNFAIR LABOR PRACTICES

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

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 PREVAILING WAGE

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

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

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



2.210 Governing Law

2.211 GOVERNING LAW

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

2.212 COMPLIANCE WITH LAWS

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

2.213 JURISDICTION

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

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

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

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

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

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

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

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



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

2.232 CALL CENTER DISCLOSURE

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

2.233 BANKRUPTCY

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

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

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

2.240 Performance

2.241 TIME OF PERFORMANCE

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



2.242 SERVICE LEVEL AGREEMENT (SLA)

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

2.243 LIQUIDATED DAMAGES

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

Unauthorized Removal of any Key Personnel

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

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

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



that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

2.244 EXCUSABLE FAILURE

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

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

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

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

2.250 Approval of Deliverables – Deleted NA

2.260 Ownership – Deleted NA

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

**2.273 SYSTEMS CHANGES**

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

2.280 Extended Purchasing – Deleted NA

2.290 Environmental Provision – Deleted NA

2.300 Deliverables – Deleted NA

2.310 Software Warranties – Deleted NA

2.320 Software Licensing – Deleted NA

2.330 Source Code Escrow – Deleted NA



Glossary

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



RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Background

The Forensic Science Division within the Michigan State Police is comprised of seven laboratories located at Bridgeport, Grand Rapids, Grayling, Lansing, Marquette, Northville and Sterling Heights. Additionally, there are three satellite locations at Richmond, Midland and Kentwood that offer Polygraph services. The personnel within the Forensic Science Division are equipped and trained to meet the forensic analysis needs of federal, state, county and municipal law enforcement agencies throughout the State.

The primary mission of the Forensic Science Division is to enhance public safety by providing the highest standard of forensic science services and investigative support to the criminal justice community. Approximately 700 law enforcement agencies rely upon the Forensic Science Division to provide timely and accurate analytical results on evidence associated with their respective criminal investigations.

Having been accredited since the late 1980s, the Forensic Science Division conducts its operations and its casework in compliance to the criteria listed within the American Society of Crime Laboratory Directors / Laboratory Accreditation Program (ASCLD/LAB) accreditation program. The following services listed are those provided to the criminal justice community by the Forensic Science Division. Evidence submitted to a laboratory requiring analysis where a service is not offered, is transferred to a laboratory that does afford the required services.

Bridgeport

- Biology (Serology only)
- Bomb Squad
- Controlled Substances
- Crime Scene Investigation
- Firearms & Toolmarks
- Latent Prints
- Polygraph (Midland satellite)
- Trace Evidence

Grand Rapids

- Biology (DNA & Serology)
- Bomb Squad
- Controlled Substances
- Crime Scene Investigation
- Firearms & Toolmarks
- Latent Prints
- Polygraph (Kentwood satellite)
- Trace Evidence

Grayling

- Biology (Serology only)
- Bomb Squad
- Controlled Substances
- Crime Scene Investigation
- Firearms & Toolmarks
- Latent Prints
- Polygraph
- Trace Evidence

Lansing

- Biology (DNA & Serology)
- Bomb Squad
- CODIS
- Controlled Substances

- Crime Scene Investigation
- Firearms & Toolmarks
- Latent Prints
- Polygraph
- Questioned Documents
- Toxicology
- Trace Evidence

Marquette

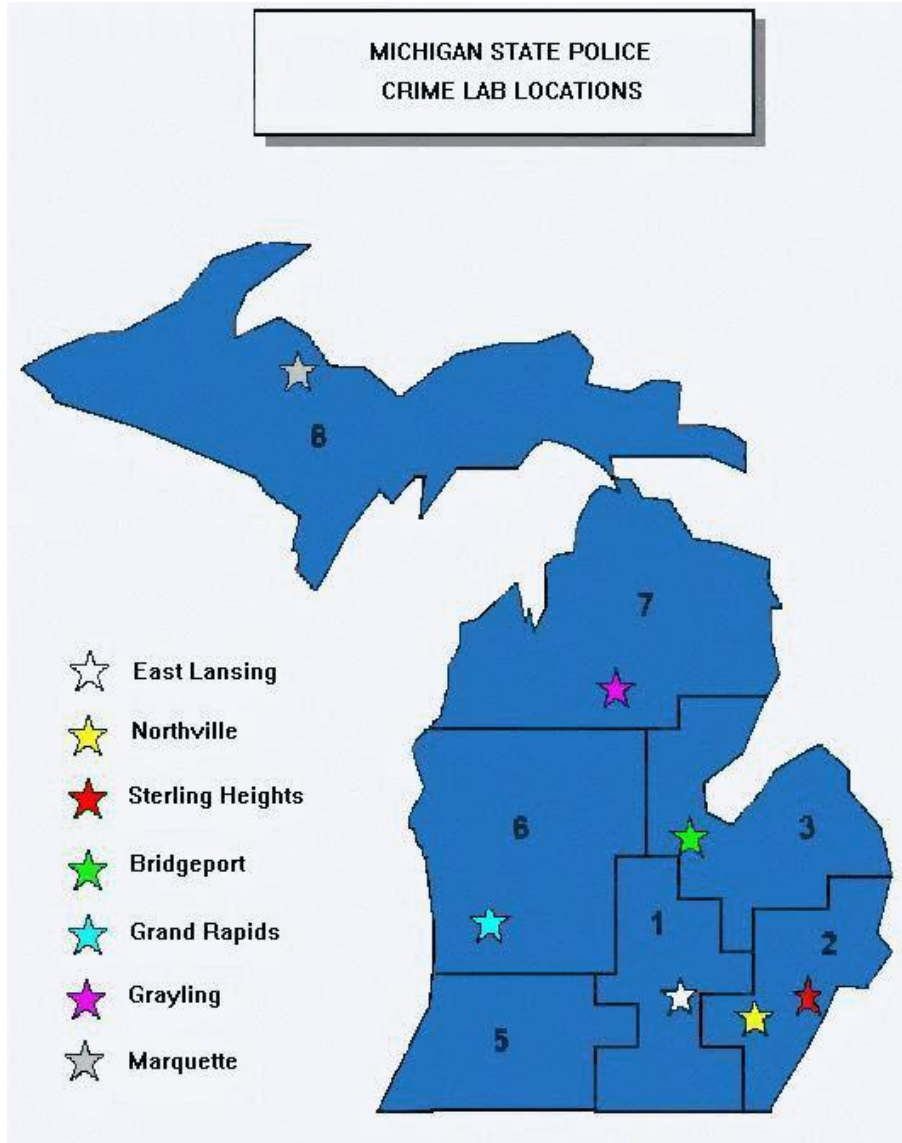
- Bomb Squad
- Controlled Substances
- Crime Scene Investigation
- Firearms & Toolmarks
- Latent Prints
- Polygraph

Northville

- Biology (DNA & Serology)
- Bomb Squad
- Controlled Substances
- Crime Scene Investigation
- Firearms & Toolmarks
- Latent Prints
- Polygraph (Richmond)
- Trace Evidence

Sterling Heights

- Biology (Serology only)
- Bomb Squad
- Controlled Substances
- Crime Scene Investigation
- Firearms & Toolmarks
- Latent Prints
- Polygraph (Richmond)
- Trace Evidence





Attachment A - Cost Tables

Table 1: Summary of the Project Cost

Table	Cost Categories	Cost (\$)	Comments
A.	Client Licenses Pricing: Annual Maintenance for FA Client Licenses 5x8 Maintenance and Support	\$268,125.00	5-yr contract locks in current rate of 22%. No charge for emergency availability.
B.	Server Licenses Pricing: Annual Maintenance for FA Server Licenses 5x8 Maintenance and Support	\$242,550.00	5-yr contract locks in current rate of 22%. No charge for emergency availability.
C.	Services Estimate	\$500,000.00	Services to be billed as expended.
	Total Project Cost	\$ 1,010,675.00	

Table A. Client Licenses Pricing: Annual 5x8 Maintenance and Support for FA Client Licenses

Pricing based on 22% of discounted client licensing (\$975).

Base Contract Term Year	Year 1 1/1/11-12/31/11	Year 2 1/1/12- 12/31/12	Year 3 1/1/13- 12/31/13	Year 4 1/1/14- 12/31/14	Year 5 1/1/15-12/31/15
Client Licenses	250	250	250	250	250
Client Licenses (Unit Price)	214.50	214.50	214.50	214.50	214.50
Client Licenses (Total)	53,625.00	53,625.00	53,625.00	53,625.00	53,625.00

Table B. Server Licenses Pricing: Annual 5x8 Maintenance and Support for FA Server Licenses

Pricing based on 22% of discounted server licensing (\$24,500).

Base Contract Term Yr	Year 1 1/1/11-12/31/11	Year 2 1/1/12- 12/31/12	Year 3 1/1/13- 12/31/13	Year 4 1/1/14- 12/31/14	Year 5 1/1/15-12/31/15
Server Licenses	9	9	9	9	9
Server Licenses (Unit Price)	5,390.00	5,390.00	5,390.00	5,390.33	5,390.00
Server Licenses (Total)	48,510.00	48,510.00	48,510.00	48,510.00	48,510.00

The State reserves the right to purchase additional licenses (including maintenance and support), services and training.

**Table C. Services Estimate:**

Base Contract Term Yr	Year 1-5 (1/1/2011 – 12/31/15)
Services**	\$500,000.00

**** Services**

The State may purchase additional services related to the LCMS environment from this Contractor for up to \$500,000 over the Contract term.

Services will be dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor shall not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

Services Hourly Rate Card:

Classification	Hourly Rate
Project Manager	\$125
Database Specialist	\$100
Worksheet Architect	\$100
Installation/Configuration	\$75
Developer	\$75
Product Architect	\$125
Other:	\$100