



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 7  
to  
Contract Number 071B4300145

<b>CONTRACTOR</b>	ATTENTI US, INC	<b>STATE</b>	Program Manager	Various	MDOC
	1838 Gunn Highway				
	Odessa, FL 33556				
	Edward Callejas	Contract Administrator	Jarrod Barron	DTMB	
	813-749-5454 X1229		(517) 249-0406		
	ecallejas@attentigroup.com		barronj1@michigan.gov		
	CV0002153				

CONTRACT SUMMARY				
ELECTROINIC MONITORING PROGRAM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2014	July 31, 2019	5 - 1 Year	July 31, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,986,105.00	\$400,000.00		\$16,386,105.00	
DESCRIPTION				
Effective 1/4/2022, this contract is increased by \$400,000.00 to cover the FY 2022 costs of the Electronic Monitoring Program. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB Central Procurement and State Administrative Board approval on 1/4/2022.				

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

AGENCY	NAME	PHONE	EMAIL
MDOC	Greg Roach	517-284-8510	RoachG1@michigan.gov
DTMB	David Enslin	517-930-6332	EnslinD@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 **071B4300145**

<b>CONTRACTOR</b>	ATTENTI US, INC	<b>STATE</b>	Program Manager	Various	MDOC
	1838 Gunn Highway				
	Odessa, FL 33556				
	Edward Callejas		Contract Administrator	Sean Regan	DTMB
	813-749-5454 X1229			(517) 243-8459	
	ecallejas@attentigroup.com			regans@michigan.gov	
	CV0002153				

CONTRACT SUMMARY					
ELECTRONIC MONITORING PROGRAM					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE		INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2014	July 31, 2019		5 - 1 Year	July 31, 2022	
PAYMENT TERMS			DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING	
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION		EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>			<input type="checkbox"/>		July 31, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$15,986,105.00		\$0.00		\$15,986,105.00	
DESCRIPTION					
Effective May 1, 2021, the State is exercising the fourth option year on the contract. The new expiration date is July 31, 2023. The State is also locking in pricing for option year 5, if exercised, per the documentation below.					
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement and DTMB Central Procurement Services approval.					

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

AGENCY	NAME	PHONE	EMAIL
MDOC	Greg Roach	517-284-8510	RoachG1@michigan.gov
DTMB	David Enslin	517-930-6332	EnslinD@michigan.gov

**Subject: Contract #071B4300145 for MDOC Electronic Monitoring**

**Program – Global Positioning System (GPS) and/or Radio Frequency (RF) Monitoring Devices and Support between the State of Michigan (“State”) and Attenti US, Inc. (“Attenti”)**

Attenti is pleased to offer the State the following terms in response to your counteroffer dated March 25, 2021:

Contract Timeframe	UOL
August 1, 2022 – July 31, 2023	\$0.33 per unit/per day
August 1, 2023 – July 31, 2024	\$0.38 per unit/per day

In addition, Attenti guarantees the LTE units will operate on Verizon's LTE network through the extended contract date; otherwise, Attenti will replace them at no additional cost.

All other terms, conditions, specifications of the contract remain the same.



**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 **071B4300145**

<b>CONTRACTOR</b>	ATTENTI US, INC
	1838 Gunn Highway
	Odessa, FL 33556
	Edward Callejas
	813-749-5454 X1229
	ecallejas@attentigroup.com
	CV0002153

<b>STATE</b>	<b>Program Manager</b>	Greg Roach	MDOC
		517-284-8510	
		roachg1@michigan.gov	
	<b>Contract Administrator</b>	Jordan Sherlock	DTMB
		sherlockj@michigan.gov	

CONTRACT SUMMARY				
ELECTROINIC MONITORING PROGRAM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 1, 2014	July 31, 2019	5 - 1 Year	July 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,905,605.00	\$5,080,500.00	\$15,986,105.00		
DESCRIPTION				
<p>Effective 12/18/2019, this Contract is increased by \$5,080,500.00 for FY 2020 for use by Michigan Department of Corrections. \$4,450,500.00 is added for the purchase of One-Piece LTE GPS Tracking Devices (AT1) at the 10/26/18-12/31/19 rate of \$690 and \$630,000.00 for fees, monitoring, and additional purchases of devices. Also adding the option of purchasing the RTC Two-Piece devices (replacement for XT two-piece devices) at the price of \$864 per unit.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board retro approval on 1/14/2020.</p>				

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

AGENCY	NAME	PHONE	EMAIL
MDOC	Greg Roach	517-284-8510	RoachG1@michigan.gov
DTMB	David Enslin	517-930-6332	EnslinD@michigan.gov





Attenti will replace them at no additional cost.

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

Purchase Quantity	Device Manufacturer (Model Number)	Purchase Price per Unit	Daily Monitoring Fee – Active GPS	Dates	Refurbished Unit Price w/ one-year warranty	Replacement cost for lost or damaged devices
Up to 7,000	One-Piece LTE GPS Tracking Device (TD4)	\$690	\$00.20	10/26/2018 to 12/31/2019	\$625	\$725
As needed	One-Piece LTE GPS Tracking Device (TD4)	\$725	\$00.20	1/1/2020 to 7/31/2022	\$625	\$725



# 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 071B4300145

<b>CONTRACTOR</b>	3M ELECTRONIC MONITORING, INC
	1838 Gunn Highway
	Odessa, FL 33556
	Edward Callejas
	813-749-5454 X1229
	ecallejas@mmm.com
	*****8052

<b>STATE</b>	Program Manager	David Enslin	DTMB
		517-930-6332	
		EnslinD@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		ToppingJ@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: MDOC Elec. Monitoring Program				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 1, 2014	July 31, 2019	5 - 1 Year	July 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$8,005,460.00		\$2,900,145	\$10,905,605.00	

**DESCRIPTION:** Effective August 16, 2016, pending Ad Board approval on 08/16/2016 this change is hereby incorporated for MDOC to purchase 5,800 units at \$500 per each of the EM Manager: 3M One-Piece GPS Offender Tracking System. The purchase of these devices are covered under Warranty per Attachment H. Pricing for replacement batteries will not exceed \$153 per each, the maximum to be charged after the warranty period. After the warranty period pricing will be reviewed with the expectation as technology improves pricing will reduce. Approved changes shall be firm during that model year. Model year can be defined as the date of purchase.

**All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.**

## REPAIR COST FOR WMTD 4 NON-WARRANTIED DEVICES

One Piece WMTD 4 Repair Pricing	
Problem Component	Repair Pricing
Battery*	153.00
GPS Antenna*	128.00
GPS Module*	148.00
Motion Sensor*	141.00
Plastics/Keypad*	115.00
Vibe Motor*	123.00
Interface PCBA*	199.00
Tamper Sensor*	135.00
Humidity Sensor*	141.00
*Cost includes all needed parts including plastics	

Contractor and State agree to the above pricing for the WMTD 4 devices purchased by the State.

The replacement pricing only applies to the WMTD 4 model.

The repair charge fees listed above will include the plastics and button at no additional cost when other problem components are required to be replaced. For example, if a motion sensor repair is required, the repair charge will be \$141.00 and will include the plastics at no additional charge.



# 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 071B4300145

<b>CONTRACTOR</b>	3M ELECTRONIC MONITORING, INC
	1838 Gunn Highway
	Odessa, FL 33556
	Edward Callejas
	813-749-5454 X1229
	ecallejas@mmm.com
	*****8052

<b>STATE</b>	Program Manager	David Enslin	DTMB
		517-930-6332	
		EnslinD@michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		ToppingJ@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: MDOC Elec. Monitoring Program				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 1, 2014	July 31, 2019	5 - 1 Year	July 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,917,460.00		\$ 88,000	\$8,005,460.00	

**DESCRIPTION:** Effective June 29, 2016 this contract is hereby increased by \$88,000 for MDOC to purchase 200 units at \$440 per each of the EM Manager: 3M One-Piece GPS Offender Tracking System. The purchase of these devices are covered under Warranty per Attachment H.

**All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/proposal) and agency (request) agreement, and DTMB Procurement approval.**

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**  
**PROCUREMENT**

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

CHANGE NOTICE NO. 1  
 to  
 CONTRACT NO. 071B4300145  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
3m Electronic Monitoring, Inc 1838 Gunn Highway Odessa FL, 33556	Edward Callejas	ecallejas@mmm.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	813-749-5454 X1229	*****8052

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	David Enslin	517-930-6332	EnslinD@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	BarronJ1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Mdoc Elec. Monitoring Program			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 1, 2014	July 31, 2019	5 - 1 Year	July 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,917,460.00		\$ 0.00	\$7,917,460.00	
DESCRIPTION: Effective February 9, 2016, the parties add the attached cost table for non-warranted device repairs. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency and DTMB Procurement agreement.				

## REPAIR COSTS FOR WMTD 3418 NON-WARRANTIED DEVICES

Problem Component	Repair Charge (\$)
Plastics/Keyboard	115.00
Charge Board	100.00
Battery	115.00
Vibe Motor	126.00
Speaker	130.00
Motion Sensor	134.84
GPS Antenna	138.00
Modem	187.88
GPS Module	216.38
Processor	385.50

Contractor and State agree to the above pricing for the WMTD 3418 devices purchased by the State.

The replacement pricing only applies to the WMTD 3418 model.

Any repair that requires the device to be opened will incur a minimum repair charge of \$115.00.

The repair charge fees listed above will include the plastics and keypad at no additional cost when other problem components are required to be replaced. For example, if a motion sensor repair is required, the repair charge will be \$134.84 and will include the plastics at no additional charge.

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

**NOTICE  
 OF  
 CONTRACT NO. 071B4300145  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
3M Electronic Monitoring, Inc. 1838 Gunn Highway Odessa, FL 33556	Edward Callejas	<a href="mailto:ecallejas@mmm.com">ecallejas@mmm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(813) 749-5454 ext 1229	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Greg Roach	517-334-7370	<a href="mailto:Roachg1@michigan.gov">Roachg1@michigan.gov</a>
BUYER:	DTMB	Whitnie Zuker	517-284-7030	<a href="mailto:zuckerw@michigan.gov">zuckerw@michigan.gov</a>

CONTRACT SUMMARY:			
<b>DESCRIPTION:</b> Descriptive Contract Title (Not always the same language as provided in MAIN)			
<b>MDOC Electronic Monitoring Program – Global Positioning System (GPS) and/or Radio Frequency (RF) Monitoring Devices and Support</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	August 1, 2014	July 31, 2019	5, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
<b>ALTERNATE PAYMENT OPTIONS:</b>			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
N/A			
<b>MISCELLANEOUS INFORMATION:</b>			
N/A			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>			<b>\$7,917,460.00</b>

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

**CONTRACT NO. 071B4300145**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
3M Electronic Monitoring, Inc. 1838 Gunn Highway Odessa, FL 33556	Edward Callejas	<a href="mailto:ecallejas@mmm.com">ecallejas@mmm.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(813) 749-5454 ext 1229	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Greg Roach	517-334-7370	<a href="mailto:Roachg1@michigan.gov">Roachg1@michigan.gov</a>
BUYER:	DTMB	Whitnie Zuker	517-284-7030	<a href="mailto:zuckerw@michigan.gov">zuckerw@michigan.gov</a>

CONTRACT SUMMARY:			
<b>DESCRIPTION:</b> Descriptive Contract Title (Not always the same language as provided in MAIN)			
<b>MDOC Electronic Monitoring Program – Global Positioning System (GPS) and/or Radio Frequency (RF) Monitoring Devices and Support</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	August 1, 2014	July 31, 2019	5, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
<b>ALTERNATE PAYMENT OPTIONS:</b>			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
N/A			
<b>MISCELLANEOUS INFORMATION:</b>			
N/A			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>		\$7,917,460.00	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #0071141113B0000112. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.



**Notice of Contract #: 071B4300145**

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**FOR THE CONTRACTOR:**

3M Electronic Monitoring, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

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**FOR THE STATE:**

Signature

Sharon Walenga-Maynard, Sourcing Director

Name/Title

DTMB Procurement

Enter Name of Agency

Date



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## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

#### **1.001 PROJECT REQUEST**

The State of Michigan (State), through the Department of Technology, Management and Budget (DTMB) have issued this Contract on behalf of the Michigan Department of Corrections (MDOC) for monitoring device hardware along with ongoing monitoring support services required for MDOC to track the movement of and/or monitor offenders' restricted activities.

#### **1.002 BACKGROUND**

The MDOC implemented the current electronic monitoring (EM) program in 1986 and it is now a statewide program encompassing all 83 counties. As of June 2014, there are approximately 5,150 individuals being monitored under the electronic monitoring program. Approximate populations are: 1,000 probationers, and 4,100 parolees. Department staff provides supervision for all of these offenders. In addition the Department provides monitoring services for another 50 offenders who are supervised by Probate and District Courts, County Sheriffs, the Michigan Department of Human Services, local Community Corrections offices and Tribal Courts.

The State is divided into two operational Regions. Within these Regions Parole and Probation Agents are assigned responsibility to supervise electronically monitored offenders. In addition, the MDOC operates a 24hr/7 day Electronic Monitoring Center (EMC) located in Michigan that receives and responds to violations incurred by offenders who are wearing the various electronic monitoring devices.

### **1.100 Scope of Work and Deliverables**

#### **1.101 IN SCOPE**

The purpose of the electronic monitoring program is to protect the public by restricting the offender's freedom of movement via electronic monitoring by a Contractor with supervision provided by the Michigan Department of Corrections. It is contemplated that this program once implemented will provide a low-cost sentencing alternative to incarceration, reserving the more secure and expensive prison/jail beds for Michigan's most dangerous offenders. Under the electronic monitoring program the offender will be allowed to maintain employment, remain with family, and still be held accountable for his or her crime(s) through continuous 24-hour electronic monitoring and supervision. In addition, offenders who are able will be required to pay the cost of their electronic monitoring.

The Contractor must provide Global Positioning System (GPS) and Radio Frequency (RF) monitoring device hardware along with ongoing monitoring support services required for MDOC to track the movement of and/or monitor offenders' restricted activities.

The State will initially purchase only GPS device hardware and monitoring services in support of the EM Program to track the movement of and/or monitor offenders' restricted activities.

This Contract consists of the following scope:

- A. Project Planning
- B. Requirements
- C. Hardware/Software and Maintenance/Hosting Support
- D. Shipping of Equipment/Supplies
- E. Device Warranty and Maintenance
- F. Testing
- G. Training
- H. Additional Documentation
- I. Future Work



A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

### **1.103 ENVIRONMENT**

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

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

#### **Enterprise IT Policies, Standards and Procedures:**

<http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

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

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

#### **Enterprise IT Security Policy and Procedures:**

[http://www.michigan.gov/documents/dmb/1310\\_183772\\_7.pdf](http://www.michigan.gov/documents/dmb/1310_183772_7.pdf)

[http://www.michigan.gov/documents/dmb/1310.02\\_183775\\_7.pdf](http://www.michigan.gov/documents/dmb/1310.02_183775_7.pdf)

[http://www.michigan.gov/documents/dmb/1325\\_193160\\_7.pdf](http://www.michigan.gov/documents/dmb/1325_193160_7.pdf)

[http://www.michigan.gov/documents/dmb/1335\\_193161\\_7.pdf](http://www.michigan.gov/documents/dmb/1335_193161_7.pdf)

[http://www.michigan.gov/documents/dmb/1340\\_193162\\_7.pdf](http://www.michigan.gov/documents/dmb/1340_193162_7.pdf)

[http://www.michigan.gov/documents/dmb/1350.10\\_184594\\_7.pdf](http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf)

#### **The State's security environment includes:**

- MDTMB Single Login.

- MDTMB provided SQL security database.

- Secured Socket Layers.

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

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

#### **IT Strategic Plan:**

<http://www.michigan.gov/itstrategicplan>

#### **IT eMichigan Web Development Standard Tools:**

[http://www.michigan.gov/documents/som/Look\\_and\\_Feel\\_Standards\\_302051\\_7.pdf](http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf)

**The State Unified Information Technology Environment (SUITE):**

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

**Agency Specific Technical Environment**Client Workstations:

Operating System - Windows XP SP3 (Windows 7 w/in next 12 months)

Browser – IE 8

EMC Middleware Solution to be hosted by the SOM:

Operating System - Windows Server 2008 R2 (Windows Server 2012 w/in next 9 months)

Database – SQL Server 2012 Enterprise

**See Attachment E Technical Requirements for additional information.****1.104 WORK AND DELIVERABLE**

The Contractor will initially provide the State with global positioning system (GPS) monitoring device hardware along with the ongoing monitoring support services that meets the requirements of the State set forth in this Contract, including all attachments, at the cost listed within Attachment F. Cost tables.

In the event the State elects to add Radio Frequency (RF) monitoring hardware and ongoing monitoring support services, the Contractor will provide at the cost that is listed within Attachment F. Cost tables

Whether the State purchases or leases equipment to support GPS or RF monitoring hardware, the State will not incur any additional costs to upgrade the software and/or support the devices or the system. If the current devices owned by the State can no longer be upgraded and/or supported by the Contractor, the Contractor must follow the agreed upon technology road map below:

In the event that there is an occurrence of any of the following:

1. Change in network coverage (e.g. MHz frequency and/or network provider coverage shutdown)
2. Prolonged Unable to Connect (UTC) alerts – as defined by 10% of the active units are unable to connect alerts for a minimum period of 24 hours

The Contractor will take the following actions:

- Notify the State's CCI within five (5) days of receiving a notice from the network provider that results in a change in network coverage
- Notify the State's CCI within one (1) day if prolonged UTC alerts occur

The Contractor will then provide the State with all of the following at no additional cost:

- Replace the sim cards in the quantities agreed to by the state to a provider within seventy-five (75) days prior of the change, and/or
- Replace a one-piece (WMTD) device with a 2 piece (CDMA) XT device in the quantities agreed to by the state within seventy-five (75) days prior of the change, and
- Provide 100 latest Generation one-piece devices.

The State will not bear any additional cost if the Contractor upgrades their system infrastructure. The Contractor will provide any and all hardware and software upgrades to purchased equipment and the system as technology and systems for the purchased devices is improved at no additional cost. The Contractor will provide upgradeable integrated hardware components with all new revisions for the purchased equipment and system, as they become available at no additional cost.

The Contractor will provide monitoring equipment that is the latest technology available from the manufacturer of the equipment throughout the term of the Contract. The Contractor will notify at least one month in advance of making any planned product changes. The MDOC will notify Contractor prior to the product change date provided by Contractor if it wishes to have any product changes made to MDOC devices.





Open specifications - Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names; provided, the Deliverable(s) are equal in quality and function to those specified. The Contractor must not change any device manufacturer without the prior written approval of the MDOC.

## **A. Project Planning**

### Project Kick-off Meeting

The Contractor will work with the State's Project Manager to arrange an official project kick-off meeting within five (5) business days from execution of the Contract, as follows:

- a. The Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.
- b. The Contractor's project organizational structure; including how to contact the contractor to report problems and issues (for example, a centralized help desk or a toll free phone number).
- c. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- d. The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.

The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

### Project Plan/Schedule

Within 30 business days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This finalized project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include at minimum the following:

- a. The Contractor's project organizational structure.
- b. The Contractor's staffing table with names and title of personnel assigned to the project. Necessary substitutions due to change of employment status and other unforeseen circumstances for Key Personnel may only be made with prior approval of the State.
- c. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
- d. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
  - i. Customization requirements, if any
  - ii. Integration needed with other State systems
  - iii. Data to be captured
  - iv. Establishment of goals and objectives for implementation
  - v. Delivery
  - vi. Training
  - vii. Identifying designated trainers and acceptance testers
  - viii. Any additional issues
  - ix. Specification of configuration and communication paths
  - x. Definition of any modifications or coding required
  - xi. Development of reports
  - xii. Develop Training plan
  - xiii. Testing
  - xiv. User and technical training sessions
  - xv. Implementation
  - xvi. Support



- e. Be provided in Microsoft Project, or equivalent project management tool, where milestones and tasking can be uploaded and annotated in Microsoft Project.
- f. Include a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables.
- g. Identify Contractor and State resources for all tasks, subtasks, and activities that exist as line items within the Project Plan, including those identified for the EMR Implementation.
- h. Include the following date-related information:
  - i. Originally scheduled start and end dates for all tasks, subtasks, and activities (including milestones and deliverables)
  - ii. Anticipated start dates for future tasks, subtasks, and activities
  - iii. Anticipated end dates for all current and future tasks, subtasks, and activities
- i. Identify percent of work to be performed on-site and the percent of work to be performed off-site.
- j. Identify type of work to be performed on-site and the type of work to be performed off-site. (NOTE: Under no circumstances, unless specifically approved in a current SOW, shall any records or information, including coding, customizing or API/SDK language, regardless of format, content or structure, be transferred outside the State of Michigan or the location of the contractors facility. Furthermore, the Contractor shall not allow any external sources, including off-shore or out of state staff, subcontractors, or consultants regardless of physical location or employment status, to gain access to state records or information, including coding, customizing or API/SDK language, or other information generated as a result of this Contract without the specific written consent of both the agency for which the work is being performed and the Project Manager, except that the State understands that offender data used and/or provided for law enforcement purposes **through Crime Scene Correlation software for various Michigan criminal justice agencies**. The location of all storage (physical and digital), processing, production, server room, backup facilities etc., used to fulfill this Contract, shall be provided to the state.)
- k. Include communication protocols for Contractor's interaction with the State project management team.

Failure to provide deliverable/milestone by the identified date in the final project plan may be subject to liquidated damages as identified in Article 2.

#### Performance Review Meetings

The State will require the Contractor to attend quarterly meetings to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan at a time and place as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

#### Reports

Contractor shall provide a monthly Status Report that correlates to the invoiced amount.

- a. The Status Report will briefly describe the project activity during the status period, the project activity next status period, and charges.
- b. Each section will provide:
  - i. Overall summarization of the project progress;
  - ii. Deliverables achieved;
  - iii. Deliverables remaining, progress, and expected delivery on each; and
  - iv. Issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.)

**The following are the reports that the contractor will be required to produce and be customized to meet the State's needs for this contract:**

- 1. Daily Summary – Summary of all significant system messages for selected time frame. Default is previous day. Alert messages must be highlighted for quick reference. Report



- should be able to be run for an individual offender or an agent's entire caseload. Preference will be given if times and messages are selectable. May be run by monitoring center and sent via fax or e-mail to agent.
2. Alert Summary – Summary of all alerts for a selected time period, including a range of hours (to be used to determine alert workload by monitoring center shifts). Must break the alerts down by time received and total numbers of alerts for each type and total number of alerts.
  3. Operator Actions – A breakdown of the number and type of actions entered by each monitoring center operator for a selected time frame. Default would be the previous day.
  4. Total Count – Listing and count of active offenders, sorted by agency and agent.
  5. Enrollment Report – Listing of new enrollments onto the system for any selected date(s). Must be presented in an Excel spreadsheet or a delimited text file format.
  6. Deletion Report – List of offenders by agency who were removed from the system for any selected date(s). Must be in an Excel spreadsheet or delimited text file format.
  7. Billing Report – A monthly, itemized accounting of all charges from the contractor. Report will include:
    - a. If lease, all offenders, listed by name and identification number, monitored during the month and number of days monitored.
    - b. If lease or purchase, all equipment related charges including daily maintenance fee (if any) and which units the fee applies to, and equipment related repairs/replacement costs.
  8. Inventory Report – A listing of all units, by type, and the agency where it is assigned. Report should include the units current status, date of status, and name of last offender on that piece of equipment. Report should be accessible for each agency for equipment assigned to that agency, and to the monitoring center for all equipment assigned in the State.

### Issue Management

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

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

1. Description of issue
2. Issue identification date
3. Responsibility for resolving issue.
4. Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
5. Resources assigned responsibility for resolution
6. Resolution date and Resolution description

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

- Level 1 – Business leads
- Level 2 – Project Managers
- Level 3 – Executive Subject Matter Experts (SME's)

### Risk Management

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

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



of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks and will work with the State to allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor if agreed to by the State. The State will assume the same responsibility for risks assigned to them.

#### Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract per Section 2.024 Change Request.

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

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

**B. General Requirements:** The Contractor will provide and support the following general requirements in addition to those listed within Article 1 and Attachment A, B, D and E to the State at no additional cost:

1. Provide a vendor-hosted, web-based application which will include an unlimited use license for the duration of the Contract and ensure that all data is maintained and available to the State permanently.
2. Provide a real-time hosting environment that allows 24/7/365 real-time web-based access to offender data.
3. Establish a toll-free hotline to 24/7/365 support for answering questions relative to the services provided under the contract (e.g. installation, monitoring and software). The call center will be staffed with employees that are experienced and have technical knowledge of the integrated hardware components
4. Provide the ability to support up to at least 5,000 active monitoring devices and up to as many more that are required by the State. If leased, an additional 30% spare device ratio over the number of activated devices will be provided to the MDOC at the contractor's expense.
5. Provide a monitoring device that will receive signals from an offender's-worn transmitter, and transmit the data to a central monitoring system/facility operated by the Contractor, or directly to the State, 24 hours per day.
6. Provide the ability to assign equipment to an offender. The MDOC will pay a daily monitoring fee only for devices which have been activated on offenders.
7. Archive all offender movement data and be able to provide such data upon request to the MDOC for a period of seven (7) years from the date offender was terminated from the device whether or not the contract is in effect at the time the request is made,
8. Work out of Contractor's facility. In the event that the Contractor is required to work on site, the State may provide the necessary workspace.
9. Provide all device consumables/supplies and tools such as, but not limited to, tamper plugs, straps, power cords, pin trays, etc.



10. Provide system and end user system documentation, including testing and training materials, product bulletins/updates, and other materials as MDOC deems necessary.
11. Provide affidavit and/or expert witness testimony in court proceedings and/or parole revocation hearings, as needed, for violations
12. Perform any confirmation data analysis MDOC deems necessary.
13. Provide all services and deliverables applicable to the MDOC EMC Middleware Solution

**C. Hardware/Software and Maintenance/Hosting Support:** The Contractor must support all of the software on the Contractor's hosted solution. The Contractor will meet service levels in this contract. The following, but not limited to, will be supported by the Contractor at no additional cost:

1. Provide all equipment components and systems that have Federal Communications Commission (FCC) certification.
2. Provide a system that has the capability of communicating with the U.S. Government Global Positioning System (GPS).
3. Provide a system, at a minimum, that is capable of electronically monitoring/tracking an offender's movements and be able to geographically identify their location.
4. Provide an active monitoring/tracking system that is capable of reporting in near real time the continuous location of offenders. All system components must be interchangeable with all other system components.
5. Provide monitoring equipment that properly functions using standard and/or digital land based telephone lines, wireless, cellular, or similar means to communicate between the individual base stations (when used) and the monitoring center.
6. Provide software, hardware and system requirements necessary for any State information technology resource that will interface with the operation of the Contractor's system.
7. Provide 24/7/365 web-based access to Contractor's host system for authorized MDOC staff, with the ability to do enrollments, deletions, inventory control, schedules, alert processing, view, print, or download offender monitoring data and etc.
  - a. The system will be accessible through a secured, encrypted web-based user interface system that allows 24/7/365 real-time access to offender data. The MDOC will have access via a toll-free telephone number from anywhere in the United States for both the communication of information from the base station to the server and for direct access by the MDOC to the server.
  - b. Provide Critical User Support through a toll free number that is available during Extended Business Hours. Critical User Support would be considered anything that prevents the monitoring of offenders, such as the application going down. If the problem is outside of the contractor's control, such as a local power outage, the State network having a problem, etc., this would not apply. The Contractor's call center will be staffed with employees that are experienced and have technical knowledge of the integrated hardware components.
  - c. Provide Non-Critical User Support through email with a guaranteed four-hour acknowledgement of receipt of issue with an appropriate timeframe for resolution. Non – critical User Support would be considered anything that would still allow the monitoring of offenders, such as reports not printing or running.
  - d. Allow 24/7/365 user and administrative access to meet the requirements set by the State and allow administrator access for configuration of the system. The system must allow the administrator to support the system remotely.
  - e. Provide system application software technical support and database management during extended business hours. These services will include bug-fixes, workarounds, code rewrites, documentation updates, etc.



- f. Provide equipment installation and troubleshooting technical support via a toll-free telephone number. The call center will be staffed with employees that are experienced and have technical knowledge of the integrated hardware components and system software.
- 8. **Disaster Recovery:** The contractor will provide the MDOC with a fully functioning Disaster Recovery solution. The Contractor will provide the details of such solution within 15 days of the execution of this contract to DTMB for review of the contractor's hosting solution. If the DTMB determines that the infrastructure solution does not support the required environment then DTMB has as the option to require that the Contractor bring the environment up to state standards at the contractor's expense.
  - a. For security reasons the MDOC's data shall be stored on a dedicated server within each hosting center.
  - b. The server will be in a high availability clustered environment with automatic failover.
  - c. The Disaster Recovery solution will be tested at least once a year.
- 9. Provide regular off-site data storage and backup Services for the State.
- 10. Provide a breakdown of the various response times found in the complete system. These response times include but are not limited to screen transition, report generation, device communication, and retrieval of historical data.
- 11. Provide the capability of performing Data Integrity as part of normal maintenance and after restoration of data files.
- 12. Provide the following with regards to software releases:
  - a. Support for upgrades, releases, etc. to ensure an operational production environment.
  - b. The number of releases scheduled per year and the anticipated release dates of all software release. The Contractor will configure and deploy the software releases, minor and major. All software releases, including those installed on State equipment, must comply with State IT policies, standards and procedures and State software and equipment standards.
  - c. All scheduled releases must be delivered to the MDOC and implemented based upon the schedule agreed to by the MDOC, DTMB and the Contractor.
  - d. All software releases will be fully tested at the contractor site with a comparable system to the current MDOC environment at the contractor's expense. MDOC and DTMB staff will be allowed to fully test the software releases to ensure compliance with State IT policies, standards and procedures at least three months prior to the anticipated release date. Modifications to the required testing duration must be agreed upon by both the State and the Contractor.
- 13. Notify the State of any material errors or defects in the deliverables known, or made known, to the Contractor from any source during the Contract term.
  - a. The Contractor shall initiate actions, as may be commercially necessary or proper to effect corrections of any such errors or defects.
- 14. Keep a complete audit trail of all entries and edits within the system which includes but is not limited to; reports, tests, database items, etc.
- 15. Collect, transfer and store historical participant information 24/7/365 in an encrypted manner compatible with SOM technology and retrievable upon authorized request.
- 16. Allow for integration with a crime scene correlation program or provide a related crime scene correlation system. Contractor shall have the right to use and disclose to law enforcement





- and corrections officials offender data obtained under this Agreement, solely for law enforcement and corrections purposes, including crime scene correlation purposes.
17. Monitoring software must be capable of interfacing with MDOC's identified Sybase/MS SQL databases to allow exchange of offender data.
18. At a minimum the system database will contain the following:
- a. Field Office Information: Field Office name, Field Office code, Field Office Address, Field Office Supervisor name, Field Office Supervisor telephone including extension and fax numbers, Field Office Supervisor email address, Field Office Supervisor after hours phone number and contact instructions
  - b. Region Office Information: Region Office Name
  - c. Supervising Agent Information: Supervising Agent name, Supervising Agent office address, Supervising Agent office telephone including extension and fax numbers, Supervising Agent email address
  - d. Offender information: Offender Name, Offender MDOC number, Offender Address, Offender Phone number #1 and #2, Offender Supervision Level, Monitoring Equipment Serial Identification numbers, Alerts & History, Alert comments/case notes, Monitoring start date, Monitoring end date, Reason for removal
19. MDOC staff must have the ability to enter case notes on each generated alert.
20. The software must allow for a hierarchical structure of permissions that will include:
- a. System administrator /Organization– full control of all settings for alerts, rules, and user permissions.
  - b. Monitoring Center staff – Able to view and edit all records.
  - c. Inventory Specialist – Able to move equipment among agencies and log equipment status changes.
  - d. Agency – Able to log in to a specific agent's cases or be able to view all cases within the agency with the ability to make changes as necessary. System must record who makes changes to a case and the date and time of the change.
  - e. Agent – Allows for individual agent case set ups and special procedures and notes. Agents must be able to access database and do their own enrollments, deletions, schedules, and offender tracking.

### **Maintenance and Support Services Responses and Resolution:**

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:



Severity Level of Error	Definition	Required Service Level Response and Response Time	Required Service Level Resolution Time
<b>1</b>	<b>Business Critical Failures:</b> An Error that: (a) materially affects the operations of the State's business or marketability of its service or product; (b) prevents necessary work from being done; or (c) disables or materially impairs (i) any major function of the Software or (ii) the State's use of any major function of the Software.	<b>Level 1 Response:</b> Contractor shall acknowledge receipt of a Support Request within 15 minutes. <b>Level 2 Response:</b> Contractor shall work on the problem continuously and: (a) restore the Software to a state that allows the State to continue to use all functions of the Software in all material respects within one (1) hour after the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided.	Contractor shall Resolve the Support Request as soon as practicable and no later than four (4) hours after Contractor's receipt of the Support Request. If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State, the severity level assessment will be reduced to a Severity Level of Error 2.
<b>2</b>	<b>System Defect with Work-around:</b> (a) a Severity Level 1 Error for which the State has received, within the Resolution time for Severity Level 1 Errors, a work-around that the State has accepted in writing; or (b) an Error, other than a Severity Level 1 Error, that affects operations of the State's business or marketability of its service or product.	<b>Level 1 Response:</b> Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Severity Level 1 Error work-around, within one (1) hour. <b>Level 2 Response:</b> Contractor shall, within two (2) Business Days after the Level 1 Response time has elapsed, provide: (a) an emergency Software fix or work-around; or (b) temporary Software release or update release, that allows the State to continue to use all functions of the Software in all material respects.	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 or, where applicable, the State's written acceptance of a Severity Level 1 Error work-around.
<b>3</b>	<b>Minor Error:</b> An isolated or minor Error in the Software that meets each of the following requirements: (a) does not significantly affect Software functionality; (b) can or does impair or disable only certain non-essential Software functions; (c) does not materially affect the State's use of the	<b>Level 1 Response:</b> Contractor shall acknowledge receipt of the Support Request within one (1) Business Day	Contractor shall Resolve the Support Request as soon as practicable and no later than five (5) Business Days after Contractor's receipt of the Support Request.





	Software; and (d) has no or no more than a minuscule effect on the operations of the State's business or marketability of its service or product.		
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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.

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

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.

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

Severity Level of Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
<b>1</b>	<b>Level 2 Response</b> An amount equal to 10% of the then current annual Support Fee for each hour by which Contractor's response exceeds the required Level 2 Response time.	An amount equal to 20% of the then current annual Support Fee for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
<b>2</b>	<b>Level 2 Response</b> An amount equal to 10% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Level 2 Response time.	An amount equal to 20% of the then current annual Support Fee for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
<b>3</b>	No Service Credits are Available for Severity Level 3 Response Time Service Level Failures.	N/A

### Hosting Support Service Responses and Resolution:

The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State Project Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing. Contractor will correct all Service Errors and respond to and Resolve all Support Requests.



<b>Support Request Classification</b>	<b>Description: Any Service Error Comprising or Causing any of the Following Events or Effects</b>
Critical Service Error	<ul style="list-style-type: none"> <li>• Issue affecting entire system or single critical production function;</li> <li>• System down or operating in materially degraded state;</li> <li>• Data integrity at risk;</li> <li>• Declared a Critical Support Request by the State; or</li> <li>• Widespread access interruptions.</li> </ul>
High Service Error	<ul style="list-style-type: none"> <li>• Primary component failure that materially impairs its performance; or</li> <li>• Data entry or access is materially impaired on a limited basis.</li> </ul>
Medium Service Error	<ul style="list-style-type: none"> <li>• Hosted Services are operating with minor issues that can be addressed with a work around.</li> </ul>
Low Service Error	<ul style="list-style-type: none"> <li>• Request for assistance, information, or services that are routine in nature.</li> </ul>

<b>Support Request Classification</b>	<b>Service Level Metric (Required Response Time)</b>	<b>Service Level Metric (Required Resolution Time)</b>
Critical Service Error	fifteen (15) minutes	four (4) hours
High Service Error	One (1) hour	One (1) Business Day
Medium Service Error	Two (2) hours	Two (2) Business Days
Low Service Error	One (1) Business Day	Five (5) Business Days

If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure shall constitute a Service Error for which Contractor will issue to the State the corresponding service availability credits as set forth below ("Service Availability Credits"):

<b>Availability</b>	<b>Credit</b>
<b><u>≥99.9%</u></b>	<b><u>None</u></b>
<b><u>&lt;99.9% but ≥97.0%</u></b>	<b><u>25%</u></b>
<b><u>&lt;97.0% but ≥95.0%</u></b>	<b><u>50%</u></b>
<b><u>&lt;95.0%</u></b>	<b><u>100%</u></b>

No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

- Failure of the State's or End Users' internet connectivity;
- Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Contractor or its subcontractor(s); or
- Scheduled Downtime approved by the State



- B. Shipping of Equipment/Supplies:** The State will initially purchase 4900 one-piece GPS (WMTD) tracking devices and 100 two-piece GPS (XT) tracking devices. The Contractor will provide the State with 200 Beacons (free of charge) to be used with the one-piece GPS (WMTD). The delivery of the 3400 one-piece GPS (WMTD) tracking devices, 100 two-piece GPS (XT) tracking devices as well as 140 Beacons will be received by MDOC no later than 9/1/14. The remaining equipment hardware will be delivered to MDOC no later than 11/1/14. See **Attachment F**, Cost Tables for pricing details.

The State anticipates that 450 one-piece GPS (WMTD) tracking devices and 10 two-piece GPS (XT) tracking devices may be procured each year, excluding the first year, to support replacements.

Future purchases must be received by MDOC within two weeks of order.

Hardware equipment that has been returned for repairs will be shipped in compliance with scheduled maintenance return merchandise authorization (RMA) in **Exhibit I**.

1. Regardless of work location, the contractor will be responsible for the cost of shipping and delivery for all electronic monitoring equipment and supplies throughout the period of service. In addition, the contractor will be responsible for all shipping costs related to repairs and/or maintenance of equipment which is not fully functioning through no fault of DOC staff, DOC designee, or the offender(s).
  - a. The delivery service used will track receipt of shipments and make such tracking information available to MDOC via the Internet.

- C. Device Warranty and Maintenance:** For Warranty and letter of support see **Attachment H**. To ensure that proper working order of the devices and devices will continue to meet or exceed published specifications, all maintenance and recalibration of integrated hardware components will be provided by the Contractor at no additional cost to the State. See scheduled maintenance return merchandise authorization (RMA) in **Exhibit I** for additional details for the ongoing and routine maintenance and recalibration program.

1. The Contractor will manage the DOC's equipment inventory; handle troubleshooting, damaged equipment, as well as equipment reorders and replacements; coordinate all equipment-related projects, including but not limited to firmware upgrades, swap-outs, and special projects for the DOC; provide initial, update, and on-going training; provide RMA approvals. The Contractor shall maintain an inventory of spare equipment accessible to the State in case of equipment failure.
2. The Contractor will ensure that all purchased equipment used will be the current version and will be new or if equipment is leased, perform "like new" at no additional cost. All equipment software will be continuously upgraded through the life of the contract, with the DOC receiving the latest version.
3. The Contractor will perform routine maintenance.
4. The Contractor shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement.
5. The Contractor shall supply sufficient non-durable, consumable items, e.g., spare straps and all other necessary parts for attaching and maintaining equipment, to allow timely installation and the servicing of onsite inventory.
6. The Contractor's maintenance program will commence at the end of the warranty period.
7. All maintenance will be performed by qualified personnel.



The State is responsible for acceptance of the devices and system using a two-phased, Performance and Reliability Evaluation (PARE) as described below:

- a. Phase one - the equipment shall be reviewed as listed on the ordering documents for compliance with business requirements and specifications:
  - i. In the event that the State determines that any component or feature of the delivered equipment or software does not comply with the requirements, the State shall notify the Contractor.
  - ii. Contractor shall have 14 calendar days to correct identified deficiencies.
  - iii. If the Contractor is unable to correct the deficiency, the State reserves the right to cancel the ordering document.
  - iv. On successful completion of phase one, the equipment shall enter phase two of the PARE.
- b. Phase two consists of the following:
  - i. Determination of System Readiness
    - i. Prior to the PARE, a committee of three persons will be identified to evaluate the system's performance on a daily basis. The committee will consist of one Contractor representative and two State personnel.
    - ii. The PARE will begin on the installation dates when the Contractor certifies that the equipment is ready for use by the State.
    - iii. A functional benchmark demonstration will be run for the PARE Committee to confirm that the installed system is capable of performing the same functions that were demonstrated. This run must be completed to the satisfaction of the PARE Committee.
  - ii. Standard of Performance
    - i. The performance period (a period of thirty consecutive calendar days) shall commence when the first devices are installed on the offender and linked to the Contractor's monitoring system. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated down-time.
    - ii. The PARE must be conducted with 5 - 10 devices.
      - a. During the successful performance period, all rerun time resulting from equipment failure, all reconfigurations and reload time, and preventive maintenance time shall be excluded from the performance period hours. Equipment failure down-time shall be measured by those intervals during the performance period between the time that the Contractor is notified of equipment failure and the time that the equipment is returned to the State in operating condition.
      - b. During the successful performance period, a minimum of 80 hours of operational use time on each component will be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above.
    - iii. If each component operates at an average level of effectiveness of 80 percent or more – free of environmental factors beyond the control of the contractor - for a period of 30 consecutive days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance.
    - iv. The State shall notify the Contractor in writing of the successful completion of the performance period.



- v. The equipment shall operate in substantial conformance with the Contractor's published specifications applicable to such equipment on the date of this Agreement.
- vi. Equipment added by amendment to this contract shall operate in conformance with the Contractor's published specifications applicable to such equipment at the time of such amendment.
- vii. If successful completion of the performance period is not attained within 90 days of the installation date, the State shall have the option of terminating the Contract, or continuing the performance tests. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained. The Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause.
- viii. The PARE will be complete when the equipment has met the required effectiveness level for the prescribed time period.

- D. Testing:** Testing will be conducted at no additional cost to the State and will include, but is not limited to, the following:
- a. Testing of the hardware and software system to ensure that the requirements are satisfied.
  - b. The Contractor will correct all test errors, implement corrections, and re-execute tests in their entirety.
  - c. State's project manager will approve the content and completeness of the test scripts.
  - d. The Contractor will accept all errors and is responsible to correct and request a re-test until the State is satisfied with the results.
  - e. During testing, the State and the Contractor will work together to measure response time.

The State is responsible for acceptance of the devices and system using a two-phased, Performance and Reliability Evaluation (PARE) as described in Section 1.501.

- E. Training:** The Contractor will provide training services and deliverables for identified staff for both the hardware and software at no additional cost to the State and will include but is not limited to, the following:
- 1. Training will be conducted for all required State staff. The contractor will work in cooperation with the SOM in scheduling training sessions.
  - 2. Initial training will be conducted on-site.
  - 3. Additional training sessions will be conducted, at the SOM's request. Additional training can be a combination of webinar and on-site.
  - 4. The Contractor will provide system administration (user management, inventory control, etc.) training, and use of any ad hoc report writing software. System administrator training should occur first, and a short time before the training of EMC staff.
  - 5. Software and Location Equipment Upgrade Training: Training on software releases and hardware changes will be provided for SOM staff at the sole discretion of the SOM. Training will be held at various locations through the SOM, identified as, but not limited to Grand Rapids, Lansing, Detroit, Gaylord, Flint and Marquette. Estimated participants: 800.
  - 6. Software and Location Equipment Upgrade Training: Training on software releases and hardware changes will be provided for SOM staff at the sole discretion of the SOM. Training will be held at various locations through the SOM, identified as, but not limited to Grand Rapids, Lansing, Detroit, Gaylord, Flint and Marquette. Estimated participants: 800.
  - 7. Ongoing and Supplemental Training: Ongoing training, on-site or web-based, will be provided for SOM staff at the sole discretion of the SOM. Training will be held at various



- locations through the SOM, identified as, but not limited to Grand Rapids, Lansing, Detroit, Gaylord, Flint and Marquette. Estimated participants: 800.
8. Software Administration Training: The Contractor will provide software administration (user management, inventory control, etc.) training, and use of any ad hoc report writing software. System administrator training should occur first, and a short time before the training of monitoring staff.
  9. The Contractor will provide the following level of customized training :
    - a. Basic Training includes:
      - The enrollment of participants into the software system;
      - The installation, use, de-installation, and cleaning of the equipment;
      - The generation of offender schedules, inclusion/exclusion zones, and map review
      - The generation and interpretation of data/monitoring reports;
      - Accessing/using Contractor's technical support/help menus; and monitoring center.
    - b. Advanced Training Includes:
      - Question & Answer Sessions
      - Troubleshooting
      - Officer Menu Commands
      - Ad Hoc / Web Report Usage
  10. Travel, lodging and reasonable expenses incurred by the contractor's personnel for purposes of training and training support services are the responsibility of the contractor.
  11. The Contractor will supply all materials and equipment for training. Equipment will be used by participants during the interactive training session.
  12. The Contractor will provide written instructions to the State on how to install/affix the device(s) to offenders and how to service.
  13. The Contractor will provide all training manuals, training plans and other documentation to the State. Training manuals must include instruction on application usage, equipment installation and function, and a troubleshooting section to assist in resolving problems.
  14. SOM may reproduce and distribute all training materials provided. All training manuals will be made available to the SOM in electronic format.
  15. All hard and/or electronic copies of training manuals, training plans and other documentation provided become the property of the State.
  16. Contractor will provide training for upgrades and new versions to the system that affect end-user functionality include (e.g. classroom or online training, training flier, release features, etc.)
- F. Additional Documentation:** At no additional cost to the State, the Contractor will provide, but not limited to, the following documentation:
1. User manuals
  2. Technical manuals
    - I. A minimum of two (2) copies of the following documentation in an electronic format, online or in hard copy will be provided:
      - a. User and Technical Manuals - On-line or Hard Copy
      - b. Data Element Dictionary





- c. Operations Manual
- d. All updates of documentation during the term of the Contract, software license and maintenance agreement
- II. The following documentation is provided for all modules and program development:
  - a. System-wide documentation and specifications
  - b. Baseline End-User training manuals to be used as a basis for "User Manuals" and online help
  - c. Installation procedure
  - d. Module configuration documents sufficient for configuration maintenance purposes
  - e. Testing scripts
  - f. Specification documentation
  - g. Production migration
- III. The documentation of components, features, and use of the hardware/software will be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
- IV. All system, operational, user, change, and issue documentation must be available in electronic format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
- V. All system, operations, user, change and issue documentation is to be organized in a format, which is approved by the State and facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions.
- VI. The Contractor must develop and submit for State approval complete, accurate, and timely system, operations, and user documentation.
- VII. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.

**G. Transition Services:** At no additional cost to the State, the Contractor will provide transition services as requested by the State. If the State requests the need of transition services, the Contractor will provide a plan and it shall include the conversion of data and replacement of existing equipment if applicable.

1. The plan shall identify a timeline, major milestones and the method that will be used for, but not limited to, conversion of data, devices and training. The Contractor, in conjunction with the State, shall utilize the State's SUITE processes.
2. The contractor shall convert the previous seven years of data from the current Contractor to ensure that historical data is retained and readily available to the MDOC.
3. The contractor shall also be responsible for replacement of all devices worn on or located in the offender's home and in the Parole/Probation Offices located throughout the State.
4. The contractor shall provide project status reports every other week to project managers.

**H. Future Work :**

The State may require additional monitoring hardware, support and services to support the needs of the State.

Future services and/or products to meet new requirements that may result from any or all of the following examples:

- A. New State policy requirements,
- B. New Federal regulations, or
- C. New technology requested by the State.



The Contractor must be able to respond with costs and timelines to all requests to meet future work. Future work must be dependent upon mutually agreed upon statement(s) of work (SOW) between the Contractor and the State of Michigan. Once agreed to, the Contractor must 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.

**Each Statements of Work will include:**

1. Background
2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Cost/Rate
9. Payment Schedule
10. Project Contacts
11. Agency Responsibilities
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in a SOW.

**ALL Acceptance Criteria**

Acceptance criteria for Work and Deliverables listed in 1.104 and 1.501.

**1.200 Roles and Responsibilities**

**1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**

**A. Contractor Staff**

The Contractor will provide resumes in the attached Personnel Resume templates (Attachment G) for staff, including subcontractors, who will be assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's education and experience with particular reference to experience on similar projects as described in this Statement of Work. The Contractor will commit that staff identified in its proposal will actually perform the assigned work.

There will be no subcontractors required to support this contract.

If, subcontractors are required, the Contractor will provide the State details pertaining to the subcontractor, including firm name, address, contact person, and a complete description of the work to be contracted. It will also include descriptive information concerning subcontractor's organization and abilities.

The Contractor has identified **Dan Loeffert** as the Single Point of Contact (SPOC). The duties of the SPOC will include, but not be limited to:

supporting the management of the Contract,  
facilitating dispute resolution, and  
advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.





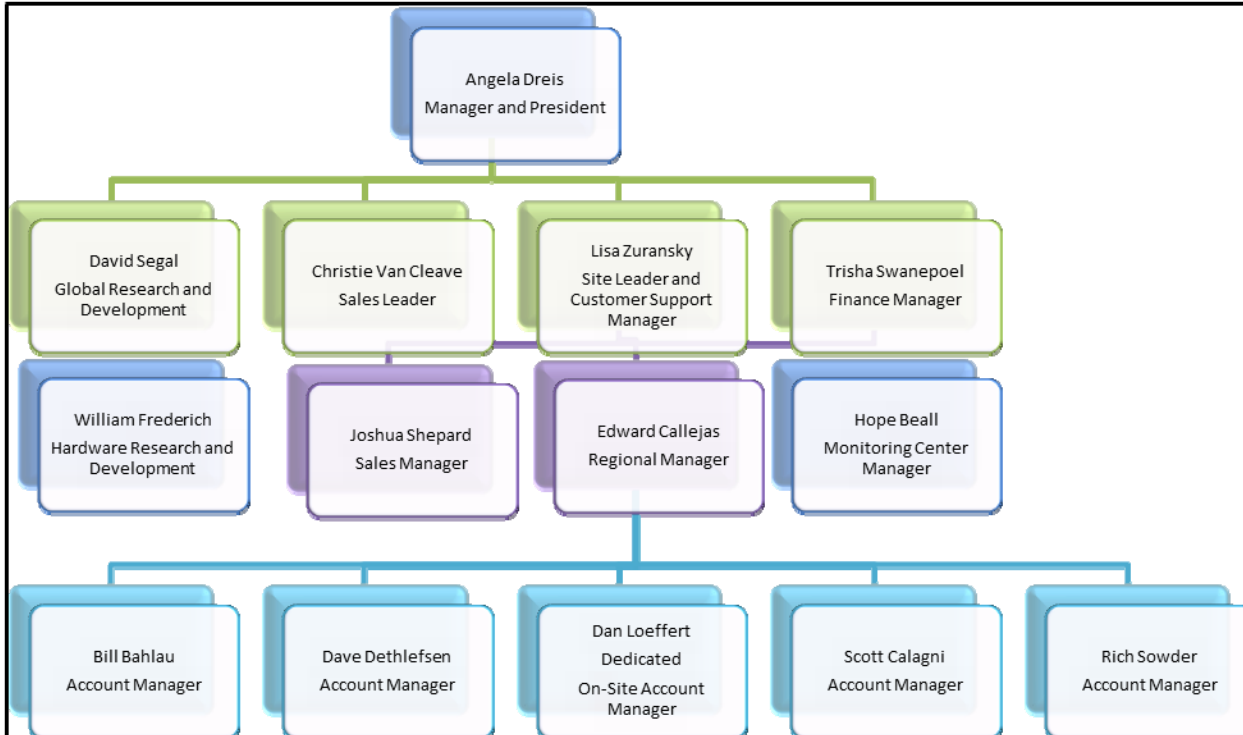
The contractor has provided a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State and Contractor has identified the following as key personnel for this project:

- Dan Loeffert, On-Site Dedicated Account Manager and Single Point of Contact
- David Segal, VP, Global Research & Development
- Eddie Callejas, Regional Manager and Project Manager
- Joshua Shepard, Sales Manager
- Lisa Zuransky, Director, U.S. Account Management,
- William Frederick, Director, Global Hardware Development

Attachment G contains all resumes for key personnel. In addition, following is a flow chart with key personnel indicated, as well as a Roles and Responsibilities Matrix.



The Contractor has identified **Eddie Callejas** as the Project Manager to interact with the designated personnel from the State to insure a smooth transition to the new system. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager responsibilities include, at a minimum:



Manage all defined Contractor responsibilities in this Scope of Services.  
 Manage Contractor's subcontractors, if any  
 Develop the project plan and schedule, and update as needed  
 Serve as the point person for all project issues  
 Coordinate and oversee the day-to-day project activities of the project team  
 Assess and report project feedback and status  
 Escalate project issues, project risks, and other concerns  
 Review all project deliverables and provide feedback  
 Proactively propose/suggest options and alternatives for consideration  
 Utilize change control procedures  
 Prepare project documents and materials  
 Manage and report on the project's budget

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

## **B. On Site Work Requirements**

### **1. Location of Work**

The work is to be performed, completed, and managed at the following locations:

Various locations throughout Michigan, but not limited to Grand Rapids, Lansing, Detroit, Gaylord, Flint and Marquette

### **2. Hours of Operation:**

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

### **3. Travel:**

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

### **4. Additional Security and Background Check Requirements:**

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

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

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

## **1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**

The State will provide the following resources for the Contractor's use on this projectWork space

Minimal clerical support  
 Desk  
 Telephone  
 PC workstation  
 Printer  
 Access to copiers and fax machine



The State project team will consist of project support, and a MDTMB and Agency project manager:

#### **State Project Manager- (MDTMB and Agency)**

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

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

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

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
David Enslin	DTMB	Project Manager
Greg Roach	Agency	Project Manager
Sheila Wilson	MDOC	Project Manager

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

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
Whitnie Zuker	DTMB Procurement	Contract Administrator

### **1.203 OTHER ROLES AND RESPONSIBILITIES-RESERVED**

#### **1.300 Project Plan – RESERVED – See section 1.104 D. Services**

#### **1.400 Project Management - RESERVED – See section 1.104 D. Services**

#### **1.500 Acceptance**

#### **1.501 CRITERIA**

The payment schedule (invoice) for the Contract will be on a monthly basis. 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. The payment schedule will be forwarded to the designated representative by the 15th day of the following month when the services were rendered.

#### **1.502 FINAL ACCEPTANCE**

Along with the acceptance criteria identified in Section 1.104 and 2.250, Work and Deliverables, the following requirements of final acceptance apply:

- Documents are dated and in electronic format, compatible with SOM of Michigan software



- Requirements documents are reviewed and updated throughout the process to assure requirements are delivered in the final product
- Draft documents are not accepted as final Deliverables
- The documents will be reviewed and accepted in accordance with the requirements of the Contract
- Approvals will be written and signed by the CCI
- Issues will be documented and submitted to the Contractor
- After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

Final acceptance is expressly conditioned upon completion of all Services and Deliverables in the project plan as approved, completion of all applicable inspection and/or testing procedures, and the certification by the CCI that the Contractor has met the defined requirements of successfully operating the equipment and system.

Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors or Severity Level 2 Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract and the State may terminate this Contract for cause.

If the actual Availability of the Hosted Services is less than the Availability Requirement in any three consecutive Service Periods, then, in addition to all other remedies available to the State, it will constitute a material breach under the Contract and the State may terminate this Contract for cause.

### **1.600 Compensation and Payment**

#### **1.601 COMPENSATION AND PAYMENT**

##### **Method of Payment**

The project will be paid as a firm, fixed priced, deliverable-based contract. The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration will be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

See Attachment F: Cost Tables.

The Service Credits constitute compensation to the State, and not a penalty.

The Contractor will initially provide the State with GPS monitoring hardware and software support to fulfill the needs of MDOC at the cost listed within Attachment F. Cost tables. In the event the State elects to add RF monitoring hardware, the Contractor will provide such hardware at the cost that is listed within Attachment F. Cost tables.

The State reserves the right to add or reduce the allocation of funds and/or monitoring hardware and the monitoring support software to the Contract. The State reserves the right to buy hardware, software and/or services through other State contracts. The State is not obligated to spend the full amount allocated in the Contract.

For any options to renew (see Section 2.002), prices will be held at the same Contract rates. However, if Contractor reduces its prices to another corrections agency for the same products and services, purchased in comparable volumes during the term of this Contract, then the State shall have the immediate benefit of such lower prices for its future purchases Contractor shall send notice to the State's DTMB Procurement Buyer with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

The Contractor will be required to submit an Administrative Fee of 1% (see Section 2.031) on all payments remitted under the Contract.

Extended purchasing program volume requirements are not included, unless stated otherwise.

**Travel**

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

**Statements of Work**

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

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

**Issuance of Purchase Orders**

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract.

**Invoicing**

Contractor shall not be obliged or authorized to commence any work orders until an authorized PO is issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statement of Work and Purchase Orders executed under it.

Contractor will submit properly itemized invoices to

DTMB – Financial Services

Accounts Payable

P.O. Box 30026

Lansing, MI 48909

or

[DTMB-Accounts-Payable@michigan.gov](mailto:DTMB-Accounts-Payable@michigan.gov)

. 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.



Contractor shall, for each invoice period under the Contract, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service Credits to which the State has become entitled during that invoice period. 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.

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

**1.602 HOLDBACK-RESERVED**



## **Article 2. Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 CONTRACT TERM**

This Contract is for a period of 5 years beginning August 8, 2014 through August 7, 2019. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 OPTIONS TO RENEW**

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

#### **2.003 LEGAL EFFECT**

Contractor accepts this Contract by signing two copies of the Contract and returning them to the DTMB-Procurement. 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, Procurement and Department of Corrections (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB-Procurement Contract Administrator for this Contract is:

Whitnie Zuker, Buyer, IT Division  
DTMB – Procurement  
Constitution Hall – 1<sup>st</sup> Floor  
525 W. Allegan Street  
Lansing, MI 48933  
Phone: 517-284-7030  
Fax: 517-335-0046  
Email: [zukerw@michigan.gov](mailto:zukerw@michigan.gov)

## **2.022 CONTRACT COMPLIANCE INSPECTOR**

The Director of DTMB-Procurement 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. DTMB-Procurement 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:

Greg Roach, Manager  
Electronic Monitoring Program  
Michigan Department of Corrections  
1305 S. Washington, Suite 103  
Lansing, MI 48910  
(517) 334-7370  
[Roachg1@michigan.gov](mailto:Roachg1@michigan.gov)

## **2.023 PROJECT MANAGER**

The following individual will oversee the project:

Greg Roach, Manager  
Electronic Monitoring Program  
Michigan Department of Corrections  
1305 S. Washington, Suite 103  
Lansing, MI 48910  
(517) 334-7370  
[Roachg1@michigan.gov](mailto:Roachg1@michigan.gov)

## **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, Procurement.

(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

Procurement

Attention: Whitnie Zuker

PO Box 30026

530 West Allegan

Lansing, Michigan 48909

Contractor:

Name: 3M Electronic Monitoring, Inc.

Address: 1838 Gunn Highway, Odessa, FL 33556

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 ADMINISTRATIVE FEE AND REPORTING**

The Contractor must remit an administrative fee of 1% on all payments remitted 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). 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.

Itemized purchasing activity reports should be mailed to DTMB-Procurement and the administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

The Department of Technology, Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building



320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909

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

### **2.032 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.

### **2.033 CONTRACT DISTRIBUTION**

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

### **2.034 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.

### **2.035 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.

### **2.036 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

### **2.037 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").

### **2.038 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 Procurement, Department of Management & Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.

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

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

#### **2.045 PRO-RATION**

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

#### **2.046 ANTITRUST ASSIGNMENT**

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





## **2.047 FINAL PAYMENT**

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

## **2.048 ELECTRONIC PAYMENT REQUIREMENT**

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

### **2.050 Taxes**

#### **2.051 EMPLOYMENT TAXES**

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

#### **2.052 SALES AND USE TAXES**

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

### **2.060 Contract Management**

#### **2.061 CONTRACTOR PERSONNEL QUALIFICATIONS**

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

#### **2.062 CONTRACTOR KEY PERSONNEL**

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



interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.

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

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

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

### **2.064 CONTRACTOR PERSONNEL LOCATION**

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

### **2.065 CONTRACTOR IDENTIFICATION**

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

### **2.066 COOPERATION WITH THIRD PARTIES**

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



## **2.067 CONTRACT MANAGEMENT RESPONSIBILITIES**

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

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

## **2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES**

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

### **2.070 Subcontracting by Contractor**

## **2.071 CONTRACTOR FULL RESPONSIBILITY**

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

## **2.072 STATE CONSENT TO DELEGATION**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement 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.

#### **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 72 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.



## **2.093 PCI DATA SECURITY STANDARD**

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. 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.

(b) The Contractor must notify the CCI (within 72 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 Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

### **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, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

### **2.112 RETENTION OF RECORDS**

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

### **2.113 EXAMINATION OF RECORDS**

(a) The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee



and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

#### **2.114 AUDIT RESOLUTION**

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

#### **2.115 ERRORS**

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

#### **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, Procurement.

#### **2.122 WARRANTY OF MERCHANTABILITY**

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

#### **2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

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

#### **2.124 WARRANTY OF TITLE**

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

#### **2.125 EQUIPMENT WARRANTY**

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





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

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

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

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

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

#### **2.126 EQUIPMENT TO BE NEW**

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

#### **2.127 PROHIBITED PRODUCTS**

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

#### **2.128 CONSEQUENCES FOR BREACH**

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

#### **2.130 Insurance**

##### **2.13.1 LIABILITY INSURANCE**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.



(d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

(g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three (3) years following the termination of this Contract.

(h) The Contractor must provide, within five (5) business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.

(i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(j) The Contractor is responsible for the payment of all deductibles.

(k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' 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 require the Contractor to pay that cost upon demand.

(l) 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 Michigan Attorney General.

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

☒ **(i) Commercial General Liability**

Minimal Limits:

\$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; and  
\$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

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

The Products/Completed Operations sublimit requirement may be satisfied by evidence of the manufacturer's Commercial General Liability Insurance. The manufacturer must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate and must provide evidence that the policy contains a waiver of subrogation by the insurance company.

☐ **(ii) Umbrella or Excess Liability**

Minimal Limits:

\$10,000,000.00 General Aggregate

**Additional Requirements:**

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☒ **(iii) Motor Vehicle****Minimal Limits:**

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(iv) Hired and Non-Owned Motor Vehicle Coverage****Minimal Limits:**

\$1,000,000 Per Incident

**Additional Requirements:**

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

☒ **(v) Workers' Compensation****Minimal Limits:**

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

**Additional Requirements:**

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☒ **(vi) Employers Liability****Minimal Limits:**

\$100,000 Each Incident;  
\$100,000 Each Employee by Disease  
\$500,000 Aggregate Disease

**Additional Requirements:**

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

☐ **(vii) Employee Fidelity (Crime)****Minimal Limits:**

\$1,000,000 Employee Theft Per Loss



Deductible Maximum:

\$50,000 Per Loss

Additional Requirements:

Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, Funds Transfer Fraud, Money Order and Counterfeit Currency.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

☐ **(viii) Professional Liability (Errors and Omissions)**
Minimal Limits:

\$3,000,000 Each Occurrence

\$3,000,000 Annual Aggregate

Deductible Maximum:

\$50,000 Per Loss

☐ **(ix) Cyber Liability**
Minimal Limits:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

Additional Requirements:

Insurance should cover (a) unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) Transmitting or receiving malicious code via the insured's computer system; (c) Denial of service attacks or the inability to access websites or computer systems.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

☐ **(x) Property Insurance**

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.

**2.13.2 SUBCONTRACTOR INSURANCE COVERAGE**

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.13.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

**2.13.3 CERTIFICATES OF INSURANCE**

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 of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying



insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

## **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 120 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 Procurement, DTMB, 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 Procurement, DTMB, 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 Licensing and Regulatory Affairs, Wage and Hour Division, 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 Licensing and Regulatory Affairs, 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 is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this 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 DTMB-Procurement.
  - (2) Contractor shall also notify DTMB Procurement 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 DTMB-Procurement 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**

#### **2.251 DELIVERY OF DELIVERABLES**

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

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

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

#### **2.252 CONTRACTOR SYSTEM TESTING**

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User





Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

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

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

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

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

### **2.253 APPROVAL OF DELIVERABLES, IN GENERAL**

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

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

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

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



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

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

#### **2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES**

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

#### **2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES**

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

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





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

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

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

## **2.256 FINAL ACCEPTANCE**

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

### **2.260 Ownership**

#### **2.261 OWNERSHIP OF WORK PRODUCT BY STATE**

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

#### **2.262 VESTING OF RIGHTS**

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

#### **2.263 RIGHTS IN DATA**

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the



Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

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

## **2.264 OWNERSHIP OF MATERIALS**

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

### **2.270 State Standards**

#### **2.271 EXISTING TECHNOLOGY STANDARDS**

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>.

#### **2.272 ACCEPTABLE USE POLICY**

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

#### **2.273 SYSTEMS CHANGES**

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

#### **2.274 ELECTRONIC RECEIPT PROCESSING STANDARD**

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

### **2.280 Extended Purchasing Program**

#### **2.281 EXTENDED PURCHASING PROGRAM**

The Agreement will be 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](http://www.michigan.gov/mideal). Upon mutual written agreement between the State of Michigan and the Contractor, this Agreement may be extended to (a) State of Michigan employees, or (b) other states (including governmental subdivisions and authorized entities).



If extended, the Contractor must supply all goods and services at the established Agreement prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

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

## **2.290 Environmental Provision**

### **2.291 ENVIRONMENTAL PROVISION**

**Energy Efficiency Purchasing Policy:** The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

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

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

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of



Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.

- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

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

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

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

## **2.300 Deliverables**

### **2.301 SOFTWARE**

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

### **2.302 HARDWARE**

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

## **2.310 Software Warranties**

### **2.311 PERFORMANCE WARRANTY**

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



### **2.312 NO SURREPTITIOUS CODE WARRANTY**

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

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

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

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

### **2.313 CALENDAR WARRANTY**

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

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

### **2.314 THIRD-PARTY SOFTWARE WARRANTY**

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

### **2.315 PHYSICAL MEDIA WARRANTY**

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this



warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

### **2.320    Software Licensing**

#### **2.324   LICENSE RETAINED BY CONTRACTOR**

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

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

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to continue to utilize the software in the devices purchased, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

### **2.330    Source Code Escrow - RESERVED**





## **ATTACHMENT A – GENERAL REQUIREMENTS**

### **ELECTRONIC MONITORING REQUIREMENTS WORKSHEET**

Each row contains a requirement. The Contractor response is within each requirement. Failure to comply may result in the dismissal of the Contract.

#### **Definitions**

**Mandatory** - the requirement must be present, or an acceptable workaround must be present, in the proposed solution or the solution may not be considered by the SOM. A limited number of requirements are **Mandatory**.

**Expected** - the requirement should be present in the proposed solution, or an acceptable workaround must be present.

**Optional** - the SOM would like the requirement to be present in the proposed solution or provided through an alternative approach or future enhancement.

**NOTE:** The “Mandatory” and “Expected” requirements will become contractual obligations for the company(s) whose response(s) is accepted and signs a contract with the state. Those “Optional” requirements that are offered by the awarded contractor(s) and accepted by the state, will also be included in the contract(s) and made available to state and local users. In the event “Optional” items are purchased by the SOM or local users, these requirements will be incorporated into the project plan along with the “Mandatory” and “Expected” requirements for the purchase, and all ordered items/functions/services will be monitored for compliance as contractual obligations in the same manner regardless of their initial designation in the RFP for evaluation purposes. If the Contractor cannot perform one or more of the current or future agreed upon requirements, the Contract proposal may be terminated.

#### **Row instructions**

Contractor is not to alter.

#### **Column instructions**

It shall be assumed by the State that a blank cell indicates the requirement is not available.

**Column A** - This column indicates a numeric sequence of each function. All of the requirement numbers do not appear in consecutive order. Multiple review phases resulted in requirements being added, deleted, or reorganized into different groupings.

**Column B** - This column describes the function(s) desired in the parts and maintenance program.

**Column C** - This column indicates if a particular requirement is Mandatory, Expected or Optional.

**Column D** - This column indicates whether the Contractor can comply with a particular requirement. The Contractor has indicated either “yes” or “no”.

**Column E** - This column indicates how a bidder will comply with a particular requirement. The Contractor has entered the appropriate Requirement Response (Req. Response), for each requirement with an A, B, C, D, or E as defined below.

- A. Currently provided within the standard service.
- B. Currently provided as an enhancement to standard service at no additional cost.
- C. Currently provided as an enhancement to standard service at an additional cost detailed in the cost proposal.





- D. Not currently provided but will be added at the additional cost detailed in the cost proposal.  
E. Service will not be provided.

**Column F** - This column is provided for the Contractor to provide any additional information related to the solution.

A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
<b>1. Applies to the Alcohol technology solution, Curfew technology solution and Location technology solution</b>					
1.1	Vendor must establish a toll-free hotline to provide twenty-four (24) hour per day, seven (7) day a week, and support for answering questions relative to the services provided under the contract (e.g. installation, monitoring and software). The call center shall be staffed with employees that are experienced and have technical knowledge of the integrated hardware components	M	YES	A	
1.2	<b>Orientation Session:</b> Vendor shall provide minimally one (1) onsite orientation session for DOC staff prior to initiating services under the contractual agreement. The session goal would be to provide an overview of system operation and capabilities. The number of staff members would likely not exceed twenty (20) persons and would be held at a location within Michigan.	M	YES	A	
1.3	The DOC reserves the right to require additional orientation session(s) should the scope of services change. Additional sessions would be held in Michigan, but at various locations throughout Michigan.	E	YES	A	
1.4	<b>Warranties:</b> The vendor shall provide all manufacturers' warranties to the DOC and act as liaison for the manufacturer in reconciling problems with equipment performance and/or malfunction. The vendor must provide proof of internal customer support from the original equipment manufacturer.	M	YES	A	3M Electronic Monitoring is the manufacturer of all proposed equipment and provides internal customer support for all products. As the equipment manufacturer, we provide a Standard Limited Warranty for all leased equipment for Contract duration, which is provided as <i>Attachment H</i> . Purchased equipment includes our standard one-year Limited Warranty and we also offer an optional Extended Warranty for purchased equipment.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1.5	<b>Specialization of Equipment:</b> All alcohol equipment, curfew equipment and location equipment shall be specifically designed and may not be adaptations of readily and/or commercially available products and/or equipment designed for some other purpose. The Equipment (Alcohol equipment, curfew equipment and location equipment) shall not have any real or perceived open market value.	M	YES	A	
1.6	Vendor software shall be compatible with "Auto-dial" software which allows call center staff to telephone offenders directly from the application without having to manually dial the offender telephone number. <b>SOM:</b> This applies to both solutions. Bidders should state whether their solution supports an "auto-dial" feature. There is not currently a functioning auto dial feature. Bidder's software must be compatible and/or adaptable if this feature is acquired in the future.	O	YES	A	
1.7	<b>Equipment Upgrades:</b> Vendor shall provide any and all hardware and software upgrades to equipment as technology is improved at no additional cost to the SOM.	M	YES	A	
1.8	<b>Shipping of Equipment/Supplies:</b> The vendor shall be responsible for the cost of shipping and delivery to and from the SOM of all equipment and supplies. <b>SOM:</b> Equipment and Supplies will continue to be shipped to one location.	M	YES	A	
1.9	<b>Service/Maintenance Agreement:</b> All equipment provided under the terms of the contract must be serviced and maintained by the vendor through the contract period. Vendor must complete VRA ~ describing the proposed service and maintenance plan. <b>SOM:</b> Purchased equipment may be returned to the vendor for repair. Separate maintenance pricing may be included to offset vendor costs.	M	YES	A	3M Electronic Monitoring is the manufacturer of all proposed equipment. Included in the daily rate, we provide service and maintenance for all products throughout the contract period at no additional charge for leased units. A maintenance plan is offered for purchased units after the warranty period. Deliberate damage is excluded. Please find our Service and Maintenance plan ( <i>Attachment H</i> ) included.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1.10	Contractor solution shall have the ability to assign equipment to an offender at no cost to the SOM. The contractor shall not bill for monitoring until the equipment is activated	O	YES	A	
1.11	The delivery service used shall track receipt of shipments and make such tracking information available via the Internet.	O	YES	A	
1.12	The device must operate through the range of temperatures that will be experienced in a typical client environment	E	YES	A	
1.13	The strap and required fasteners must not be available to the general public either commercially or through any mail order outlet	M	YES	A	
1.14	The integrated hardware components shall use standard or digital telephone lines, wireless, cellular, or similar means to communicate between the device and the server. The contractor shall provide plans to interact with a completely digital telephone network.	M	YES	A	3M EM equipment supports most digital phone lines and will work closely with telephone providers if further support is needed, just as in the past. If such action is needed, 3M will provide cellular units for the cost of landline units to allow for quick installations until such configuration is in place.
1.15	The integrated hardware components provided to the MDOC shall be of the latest technology available from the manufacturer of the equipment. All devices purchased shall be new equipment which has not been previously used. <b>SOM: The requirement shall remain as-is.</b>	M	YES	A	
1.16	The exchange of monitoring information (including enrollment data changes monitoring reports and terminations) between agencies and vendors monitoring facility shall occur via secure real-time access to vendors' web based system by officers using existing agency computers/internet access.	M	YES	A	
1.17	The system must be capable of providing both demand and on-line automatic reports.	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1.18	Demand Reports (SOM: "canned"): should include, but are not limited to, offender history, background data, inventory tracking, schedules, etc.	M	YES	A	
1.19	The DOC reserves the right to change reporting requirements and/or request additional custom reports during the period of service of this contract.	M	YES	A	
1.20	All wearable devices shall be at a minimum, shock, water and tamper-resistant	E	YES	A	
1.21	The brand and type of Device shall have a documented history of its monitoring results being admissible in a court of law. A list of evidentiary level hearings that the proposed product has been upheld in should be provided. SOM: The requirement shall remain as-is. Please provide any and all evidentiary hearings that have been held on the specific EM item that is being bid. The 3M XT is not exempt from this requirement.	O	YES	A	Documentation of our monitoring results being admissible in a court of law: <ul style="list-style-type: none"> <li>Evidentiary ruling KY v. Jackson (Attachment I)</li> <li>Evidentiary ruling OH v. Wombles (Attachment J), and</li> <li>Our subpoena responses 2004-2013 (Attachment K).</li> </ul>
1.22	The MDOC shall pay a daily monitoring fee only for devices which have been activated on offenders	M	YES	A	
1.23	The system shall provide for easy web based administration of participants with multiple reporting functions.	E	YES	A	
1.24	The system shall include inventory tracking and management features.	E	YES	A	
1.25	Summary management reports regarding individual participants, dates of system use, agency wide equipment inventory status, and billing details provided upon request in an easy-to-read format.	E	YES	A	
1.26	The SOM shall have the ability to request executable ad hoc reports which must be provided within 30 business days. Executable ad hoc reports means that once a report is created the SOM can run the report as often as needed with current data.	E	YES	A	
1.27	The vendor software shall have a homepage which shall open to a caseload overview. This homepage shall indicate the current status of all offenders being monitored at the time.	O	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1.28	The vendor must provide a pricing in the pricing table for monitoring units.	M	YES	A	
1.29	The contractor shall not change any device manufacturer without the prior written approval of the MDOC	M	YES	A	
1.30	The bidder shall identify the system manufacturers and devices proposed. For the term of the contract, the contractor shall not be authorized to change the device without the prior written approval of the MDOC.	M	YES	A	<u>Manufacturer:</u> -3M Electronic Monitoring System : EM Manager <u>Devices:</u> - 2 Piece GPS (XT) with (optional) Base Unit 2000 -1 Piece GPS (WMTD) with optional Beacon - Alcohol Monitoring (VB) landline and cellular
1.31	The vendor must provide any and all consumables/supplies and tools related to the performance of any contract awarded as a result of this RFP. The cost for these supplies must be included in the daily unit rate proposed by the vendor for the units regardless of whether the supplies apply to regular, mobile, breath-alcohol, GPS Tracking, Voice Verification or other equipment items that may be offered in response to this RFP	O	YES	A	
1.32	Describe all consumable items necessary to properly operate the equipment.	M	YES	A	<u>GPS</u> <ul style="list-style-type: none"> <li>• Chargers</li> <li>• Disposable straps</li> <li>• Pin trays</li> <li>• Tamper plugs</li> </ul> <u>Alcohol Monitoring (VB)</u> <ul style="list-style-type: none"> <li>• Mouthpiece for the breath alcohol test</li> </ul>
1.33	Describe any tools needed for installation, maintenance, and de-installation of all monitoring equipment.	M	YES	A	<u>GPS</u> <ul style="list-style-type: none"> <li>• Strap cutters</li> </ul>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1.34	Device must be usable in conjunction with other electronic monitoring equipment. <u>SOM:</u> The device must be able to be used in conjunction with other technologies. In the event that an offender is required to use two different technologies simultaneously (i.e. alcohol and GPS) the devices must work with other products in the market. They do not have to work in concert but neither device can prevent the other from properly functioning.	E	YES	A	
1.35	The Vendor shall provide an in-state account manager.	O	YES	A	
1.36	Vendor shall provide capable staff to provide expert testimony on behalf of the SOM at the vendor's expense	M	YES	A	
1.37	The SOM shall not provide workspace for the Vendor except in the event required for services under the contract <u>SOM:</u> The State will provide the following resources for the Contractor's use on this project: • Work space • Minimal clerical support • Desk • Telephone • PC workstation • Printer • Access to copiers and fax machine	M	YES	A	
<b>2. Transition Plan</b>					
2.1	The Vendor shall convert the previous seven years of data from the current Vendor to ensure that historical data is retained and readily available to the SOM. <u>SOM:</u> We must be able to maintain historical data. Bidders should present a proposal on how the state can maintain its' historical data in the event that a new vendor is chosen.	E	YES	A	
2.2	The Vendor shall be responsible for replacement of all equipment (includes, but not limited to, previously worn, activated or not activated, regardless of physical location). <u>SOM:</u> Requirement shall remain as-is.	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
2.3	The Vendor shall provide a written transition plan, including timeline, conversion of data approach/method and training.	M	YES	A	<p>The conversion of data will be done during the week of training or beforehand, with our account managers performing the input of data into our software.</p> <p>Please find our 45-day transition plan for all technologies included as <i>Attachment P</i>.</p>





A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
2.4	<p><b>Installation, Troubleshooting and Removal of Equipment:</b> At a minimum, the vendor must provide an employee(s) or a subcontractor in Michigan, the cost of which will be included in the daily unit pricing for the various equipment types. Regardless of the work location, the vendor employee(s) or subcontractor shall have received no less than one day (24 hours) (SOM: Three 8 hour days. Bidders may describe their training protocol.) of formal classroom and “hands-on” training comprised of:</p> <ul style="list-style-type: none"> <li>• Installation and removal of electronic monitoring equipment;</li> <li>• Equipment troubleshooting and maintenance</li> <li>• Installation and offender enrollment</li> <li>• Mobile monitoring equipment operation, troubleshooting, and maintenance;</li> <li>• Instructing offenders in the operation of the electronic monitoring equipment</li> <li>• Informing offenders of what is required of them to comply with instructions and operation of the installed equipment</li> <li>• The vendor provision of employee(s) or subcontractor(s) will be at DOC’s option</li> <li>• Installation/maintenance and removal of a wearable device on the offender during regular business hours</li> <li>• Installation/maintenance and removal of a monitor/receiver at the offender’s residence during regular business hours</li> </ul> <p>Installation/maintenance must occur within one business day of being contacted by MDOC. Installation/maintenance could occur anywhere throughout the State.</p>	O	YES	A	3M is proud to offer this service to SOM. It is priced as a separate line item in the Pricing pages.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
2.4 cont.	<p><u>SOM</u>: Installation and maintenance must be done in the offender's home placement).</p> <p><u>SOM</u>: Monday through Friday 8:00 AM EST to 6:00 PM EST.</p> <p><u>SOM</u>: For 2.4 and 2.5. The incumbent vendors do not provide this service. This would be a new service. The intent is for this to occur in each of the 83 counties in the state.</p> <p><u>SOM</u>: All equipment (both active on offenders and spare) must be accounted for on a quarterly basis. The system must be able to track equipment that is moved between locations in real time as the equipment is assigned between offices. The current practice has all equipment shipped to a central location and then parceled out as needed. It is expected that this practice would continue.</p> <p><u>SOM</u>: Contractor will be working with all products. The number of calls needed will depend on the reliability of the equipment from the selected EM product vendor and the offender's behavior while being monitored.</p> <p><u>SOM</u>: Field retrieval is preferred but not always practiced. Bidders submitting for the field work portion would be expected to retrieve the equipment from the offender's home placement.</p> <p><u>SOM</u>: Depending on the equipment installation and removal could occur at either field or agency locations in each county. Installation for equipment that has a curfew monitoring component (RF and GPS) must occur in the field.</p>				



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
2.5	<b>Installation, Troubleshooting and Removal of Equipment (continued):</b> Providing the Department of Corrections immediate telephonic notification that an offender's electronic monitoring equipment has been installed and is functioning properly or has been removed and recovered. An original form (provided by the department) signed by the offender and the vendor local employee or subcontractor shall be submitted within twenty four (24) hours. Providing troubleshooting and repairs for active receivers, wearable devices, breath/alcohol monitors, mobile monitoring units, and GPS equipment that are malfunctioning within one business day. Providing equipment orientation to offenders informing them on how the electronic monitoring equipment functions and an instruction booklet explaining what is required of them (the offender) to comply with the monitoring equipment restrictions. <u>SOM:</u> Yes the contractor will be responsible for entering client data into the appropriate manufacturer's software system.	O	YES	A	Priced as a separate line item in the Pricing Pages.



## **ATTACHMENT B - CURFEW MONITORING**

Each row contains a requirement. The Contractor response is within each requirement. Failure to comply may result in the dismissal of the Contract.

### **Definitions**

**Mandatory** - the requirement must be present, or an acceptable workaround must be present, in the proposed solution or the solution may not be considered by the SOM. A limited number of requirements are **Mandatory**.

**Expected** - the requirement should be present in the proposed solution, or an acceptable workaround must be present.

**Optional** - the SOM would like the requirement to be present in the proposed solution or provided through an alternative approach or future enhancement.

**NOTE:** The “Mandatory” and “Expected” requirements will become contractual obligations for the company(s) whose response(s) is accepted and signs a contract with the state. Those “Optional” requirements that are offered by the awarded contractor(s) and accepted by the state, will also be included in the contract(s) and made available to state and local users. In the event “Optional” items are purchased by the SOM or local users, these requirements will be incorporated into the project plan along with the “Mandatory” and “Expected” requirements for the purchase, and all ordered items/functions/services will be monitored for compliance as contractual obligations in the same manner regardless of their initial designation in the RFP for evaluation purposes. If the Contractor cannot perform one or more of the current or future agreed upon requirements, the Contract proposal may be terminated.

### **Row instructions**

Contractor is not to alter.

### **Column instructions**

It shall be assumed by the State that a blank cell indicates the requirement is not available.

**Column A** - This column indicates a numeric sequence of each function. All of the requirement numbers do not appear in consecutive order. Multiple review phases resulted in requirements being added, deleted, or reorganized into different groupings.

**Column B** - This column describes the function(s) desired in the parts and maintenance program.

**Column C** - This column indicates if a particular requirement is Mandatory, Expected or Optional.

**Column D** - This column indicates whether the Contractor can comply with a particular requirement. The Contractor has indicated either “yes” or “no”.

**Column E** - This column indicates how a bidder will comply with a particular requirement. The Contractor has entered the appropriate Requirement Response (Req. Response), for each requirement with an A, B, C, D, or E as defined below.

- A. Currently provided within the standard service.
- B. Currently provided as an enhancement to standard service at no additional cost.
- C. Currently provided as an enhancement to standard service at an additional cost detailed in the cost proposal.
- D. Not currently provided but will be added at the additional cost detailed in the cost proposal.
- E. Service will not be provided.

**Column F** - This column is provided for the Contractor to provide any additional information related to the solution.



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
<b>2. Curfew Device</b>					
2.1	The wearable device must be small, light, and not unduly restrictive. It must attach around the ankle of the offender and weigh no more than five (5) ounces. The wearable device must emit an individually coded signal, at least once every 30 seconds.	E	YES	A	
2.2	The device should be able to recognize and transmit a tamper alert signal immediately upon return of offender within range of the receiver if a tamper occurred while the offender was out of range of the receiver. When within range of the receiver, a tamper signal must be transmitted immediately when a tamper occurs.	E	YES	A	
2.3	Reset of tamper conditions must be restricted to authorized personnel only	E	YES	A	
2.4	Each device must be individually coded (and/or programmable for encoding) to correspond with the offender of assignment.	M	YES	A	
2.5	The case of the wearable device must be sealed and be shock and water resistant	M	YES	A	
2.6	The strap must be easily installed or replaced in the field on most offenders by the vendor local employee(s), subcontractor, SOM staff, or designee	E	YES	A	
2.7	The batteries powering the device should provide for continuous use without frequent battery changes	E	YES	A	
2.8	The wearable device must be designed to prevent tracing or duplication of the signal by other electronic devices or equipment	M	YES	A	



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
2.9	Curfew Equipment must collect information about offender status changes specific to the technology (e.g., tamper, out-of-range, curfew arrival/departure) upon the status change occurrence. Information must include, but is not limited to, status, date/time. Vendor shall explain in VRA how the proposed solution will meet this requirement.	M	YES	A	The RF system offers its landline and cellular units as the primary residence-based compliance tool. The unit communicates with the transmitter on a continuous basis (every 20 seconds) and records and reports the presence, arrival, departure and tampers of the device to the server. Being a smart end unit, the base unit stores schedules and rules and immediately reports violations to the server along with regular sanity calls performed on regular intervals. Every event is date and time stamped and recorded in our system.
<b>3. Receiver/Monitor</b>					
3.1	The home-based receiver/monitor must be easily installed. Vendor shall explain in VRA how the proposed solution will meet this requirement.	E	YES	A	Installation is a simple, three step process:  <ol style="list-style-type: none"> <li>1. Install the transmitter on the offender's ankle</li> <li>2. Connect the home-based receiver/monitor to power source and landline connection (if applicable).</li> <li>3. Complete activation in the web-based software application.</li> </ol>
3.2	The home-based receiver/monitor must be capable of indicating positive receipt of signal from the Wearable device	E	YES	A	
3.3	The home-based receiver/monitor must be uniquely and electronically paired to a specific wearable device. <b>SOM: The intent is for the home-based receiver/monitor to be uniquely paired to the wearable device once assigned. The home based receiver/monitor must be able to distinguish the wearable device with that assigned to the offender. There was no intent to require them to be permanently paired and used only with one another.</b>	M	YES	A	



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
3.4	The home-based receiver/monitor must be capable of receiving any offender status change (e.g. enter/exit from residence; working condition of home equipment; and wearable device-originated tamper signals). Offender status change information must be date and time-stamped upon occurrence	E	YES	A	
3.5	The home-based receiver/monitor must be capable of transmitting offender status information immediately to the host computer	E	YES	A	
3.6	The home-based receiver/monitor must be capable of notifying the host computer of any tamper attempts to receiver/monitor or phone/power line, including disconnects and/or attempts to simulate or duplicate wearable device signal	E	YES	A	
3.7	The home-based receiver/monitor must be programmable to report at least once every four hours to the host computer confirming operational status of equipment	E	YES	A	
3.8	The home-based receiver/monitor must have a back-up power source that allows for storage of messages for at least (36) thirty-six hours in the event of a power failure. The home-based receiver/monitor must be able to transmit information to the host computer during power outage or immediately upon power restoration. The home-based receiver/monitor must have an internal clock and must "date and time stamp" all messages upon occurrence	E	YES	A	3M Electronic Monitoring can store messages for in excess of 36 hours. The receiver/monitor can store up to 11,000 events. The receiver/monitor is designed to transmit information to the host computer during the outage using its internal back up battery that lasts for 26 hours. The receiver/monitor has an internal clock and all messages are date and time stamped.
3.9	The home-based receiver/monitor shall have the capabilities of delivering courtesy "alert tones" if the telephone line is in use. These tones are intended to alert the offender to yield the line so the receiver can communicate with the host computer	E	YES	A	
3.10	The home-based receiver/monitor must be programmable for different range settings up to a maximum of one-hundred fifty (150) feet	E	YES	A	





A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
3.11	The device shall have the ability to monitor the offender's compliance with an imposed curfew. The curfew feature shall be configurable by the MDOC for each offender being supervised.	M	YES	A	
3.12	The system must provide immediate notification of violations	M	YES	A	
3.13	The system must be able to record actual date and time of occurrence and date/time of receipt of all status changes. <b>SOM: Any status change must have a date/time associated with it, both the date/time that it occurred and the date/time that it reported to the server. It could be an early leave, late return, strap tamper, etc.</b>	M	YES	A	
3.14	The system must be able to randomly verify that the home-based receiver/monitor has not been moved from the approved placement.	E	YES	A	
3.15	The system must have a back-up power source that will insure uninterrupted service	M	YES	A	
3.16	The system must have the capability of recording all offender activity. <b>SOM: This is similar to question 33. Any status change (i.e. early leave, late return, strap tamper, etc.) must report - any event which would generate a status change</b>	M	YES	A	
3.17	Specialized home based receivers must be able to simultaneously monitor up to 50 different offenders residing in a single residential program. Please submit a VRA describing any home based receiver that performs this function generally explaining how it operates.	E	YES	A	Our home receiver is capable of simultaneously monitoring up to 50 different offenders residing in a single residential program by distinguishing between their transmitter signals. The monitoring data of each transmitter is recorded and reported with date/time, violations, tampers, etc.
3.18	Provide pricing per offender for a specialized home based receiver that simultaneously monitors up to 50 different offenders residing in a single residential setting. <b>Pricing should be listed separately on Attachment F1 from "traditional" curfew monitoring.</b>	M	YES	A	
<b>Mobile Monitoring Units</b>					
4.1	Receive signals from wearable device units at a range of approximately 150 feet	O	YES	A	



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
4.2	Run directly on 12 volt automobile current or up to 10 hours on an internal rechargeable battery	O	YES	A	
4.3	Be equipped with a digital display which will show the offender's identification by name or wearable device number	O	YES	A	

**ATTACHMENT C - RESERVED**



## **ATTACHMENT D - GLOBAL POSITIONING**

Each row contains a requirement. The Contractor response is within each requirement. Failure to comply may result in the dismissal of the Contract.

### **Definitions**

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**Expected** - the requirement should be present in the proposed solution, or an acceptable workaround must be present.

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A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
<b>7. Location Device</b>					
7.1	The device shall track offender movement to identify the offender's position at any given moment. Vendor shall explain how the proposed solution will meet this requirement.	M	YES	A	Our GPS devices provide the capability of autonomously calculating accurate position using data transmitted by the U.S. Government's GPS satellites to track an offender's location. However, unlike other GPS devices in the market, our devices have onboard computer processing, which means all rules (zones, schedules, grace periods, etc.) are stored right in the device and updated each time it communicates with the server. This enables our devices to calculate and provide alerts to the offender independent of the availability of wireless coverage. This onboard intelligence is important because it means our devices are not dependent on server contact for generating alerts in the way that many other devices are. Upon detecting noncompliant behavior, our devices immediately contact the data center to provide the alert and download all tracking data rather than waiting for the next scheduled call interval to do so.



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.1	(continued)	continued	continued	continued	Not only do the devices collect one GPS point per minute in compliance and every 15 seconds in zone violation, they also sample GPS continuously, running proprietary algorithms against a number of values extracted from the GPS solution to estimate dead reckoning for Confidence Level in order to minimize inaccurate points. For Michigan, the benefit is timelier, more accurate GPS data and less dependence on cellular connectivity. Our devices do not wait for the scheduled interval to notify the system of noncompliant behavior and do not have to be constantly and frequently connected to the server in order to compare their locations to offender rules.
7.2	While the unit is <u>in motion</u> , the device shall collect location points and display those points on a map minimally at the rate of one per minute.	M	YES	A	
7.3	While the unit is <u>not in motion</u> , the device shall collect location points and display those points on a map minimally one point per hour.	E	YES	A	



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.4	Given requirement 7.3 is one location point per minute; Explain the process in the VRA for point collection while the unit is in alert status. If accelerated explain justification.	E	YES	A	The device collects and records one GPS point every minute in compliance. Immediately upon detecting a zone violation, the device notifies the offender (optional), accelerates the point collection rate to every 15 seconds, and at the same time initiates contact with the server to download all tracking data. Without onboard processing, the device would not know it is in a hot zone, would not increase to 15 second points, and would not alert the offender until the next call cycle.
7.5	Whether in motion or not in motion, all position data will be transmitted to the host server at no less than once per hour.	E	YES	A	Our devices transmit data to our server every 60 minutes at a minimum. In the absence of cellular communication, the device will continue trying and will connect with our server as soon as communications are restored.
7.6	When in alert status, initial position data will be transmitted to the host server as soon as the point is collected.	E	YES	A	The instant our device is noncompliant it initiates contact with our server to download all tracking data.



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.7	Regardless of the alert status, the SOM staff, on demand, shall be able to request and receive current position data within three minutes. Vendor shall explain how the proposed solution will meet this requirement.	E	YES	A	We provide users with the capability to download any current or previous GPS points on demand for any offender at any time, rather than waiting for the device's next scheduled call in. Officers utilize this feature through the web-based software to obtain up-to-date tracking and location data. In response to the <i>Download Points</i> command, our system contacts the device, forcing an immediate download (typically within 1 minute) of the most recent GPS points and tracking information. This is known as "pinging" the device and some vendors charge for each "ping." With 3M Electronic Monitoring, there is <u>never an additional charge to "ping" the device</u> or download points, as we consider this to be an essential monitoring service.





A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.8	The Location device shall have a minimum of one way Text/Voice/Vibration communication ability from the MDOC/Vendor to the Offender; Vendor shall explain how the proposed solution will meet this requirement.	M	YES	A	<p><u>2 Piece GPS (XT)</u> The two-piece GPS device provides multiple means of real-time communication with offenders: two-way voice communication capability, text messaging, LED lights, vibrations and audible alerts. Real-time voice and text communication is a valuable tool that can save thousands of dollars by reducing staff workload. Officers can call the device and speak to the offender for various reasons, such as alarm investigation, verbal location verification, and scheduling appointments. Up to four numbers + 911 can be authorized in the device software for outbound calls. Examples include probation officer number, employer number, monitoring center number, etc.</p> <p><u>1 Piece GPS (WMTD)</u> <b>LEDs</b> Communication with the offender is provided by three LED lights, a vibration motor, and a soft-key alarm feature. For Motion, Battery, and Zone alarms, the related LED light will turn from green to blinking red until the alarm is cleared. The LEDs indicate battery life, GPS signal, and alarm status. Green=normal and red=alarm condition. When an alarm clears (behavior corrected), the light returns to green.</p>



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.8	(continued)	continued	continued	continued	<p><b>Vibration Motor</b> For all alarms, the vibration motor will send three bursts every ten minutes until it is cleared.</p> <p><b>Alert Signal</b> The soft-key feature allows officers to send offenders a signal that requires a response as pre-arranged at the time of device installation; for example, "call me within the hour." The alert signal is a 10-second long vibration and must be acknowledged by pressing a button on the device. It is customizable for each offender.</p>



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.9	Location device shall have the ability for two-way voice communication with the offender.	O	YES	A	<p><u>2 Piece GPS (XT)</u> The two-piece GPS device provides the capability to establish two-way voice communication with the offender. Officers can call the device and speak directly with the offender for various purposes. The phone number the officer is calling from does not show on the offender's device. In addition, up to four numbers + 911 can be authorized in the device software for outbound calls. The Department may choose to authorize numbers such as the supervising officer, Monitoring Center, treatment center, employer etc. The agency can choose to hide the numeric phone numbers on the list and replace them with a text description, such as "Officer Jones." <i>Note:</i> Due to FCC regulations, at all times, the device is capable of dialing 911 for emergency situations.</p> <p><u>1 Piece GPS (WMTD)</u> The one-piece GPS device does not offer the capability of two-way voice communication however does offer other means of communication as described in Requirement 7.8 above.</p>



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.10	The device should be small, light, and not unduly restrictive for the wearer. Vendor shall explain how the proposed solution will meet this requirement.	E	YES	A	<p><u>2 Piece GPS (XT)</u> 3M's two-piece GPS device is a small, lightweight unit about the size of a BlackBerry®, and is provided with our 2 Way transceiver. The 3M two-piece GPS device and transceiver pose no safety hazard. They are small, lightweight, and not restrictive. The two-way transceiver attaches around the ankle of the offender with a hypo-allergenic fiber-optic strap. It weighs only 2.5 ounces. Because of the lightweight bracelet, the 2 pc device is less intrusive and more comfortable than one piece devices.</p> <p><u>1 Piece GPS (WMTD)</u> The one-piece GPS device was built to a rugged design that is proven to measure up to its intended purpose. And weighing only 7.0 ounces, it is small, lightweight and not unduly restrictive for the wearer. The device attaches around the ankle of the offender with a hypoallergenic fiber-optic strap.</p>
7.11	The device must be capable of uploading data by command or at specified time periods without the assistance of a land line.	E	YES	A	It is easy as clicking the mouse in the software. 3M Electronic Monitoring believes the capability to "ping" the device is an essential part of GPS tracking and never charge for pings to a device. Additionally, the scheduled call in period can be adjusted to virtually any interval



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.12	Location Equipment must be individually coded (and/or programmable for encoding) to correspond with the offender of assignment.	M	YES	A	This is done by pairing the devices electronically with an offender during the installation process. When enrolling the offender, the device is simply selected by serial number in a drop down box.
7.13	Location Equipment must collect information about offender status changes specific to the technology (e.g., tamper, out-of-range, curfew arrival/departure) upon the status change occurrence. Information must include, but is not limited to, status, date/time. Vendor shall explain in VRA how the proposed solution will meet this requirement.	M	YES	A	<p>Both our 1 Piece and 2 Piece devices continuously sample GPS coordinates and incorporate onboard processing, which allows the devices to instantly detect when the device is non-compliant, and generate instantaneous alerts, with notification to offender and officer according to agency protocols. With every GPS point, the following information is recorded and reported:</p> <ul style="list-style-type: none"> <li>• Offender name</li> <li>• Date and time</li> <li>• Offender speed</li> <li>• Latitude and longitude</li> <li>• Violation status (zone, tamper, battery, motion, unable to connect, strap)</li> <li>• Equipment (motion, battery condition, etc.)</li> <li>• Compass orientation (direction)</li> <li>• GPS accuracy (number of satellites in the solution)</li> </ul> <p><u>The 2 Piece (XT) detects and notifies of the following events:</u></p> <ul style="list-style-type: none"> <li>• Inclusion zone</li> <li>• Exclusion zone</li> <li>• Bracelet gone</li> <li>• Motion No GPS</li> <li>• Tampering</li> <li>• Unable to Connect</li> <li>• Battery Low</li> <li>• Transmitter battery low – provides 1 week notice</li> </ul>



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.13	(Continued)	continued	continued	continued	<u>The 1 Piece (WMTD) detects and notifies of the following events:</u> <ul style="list-style-type: none"> <li>• Inclusion zone</li> <li>• Exclusion zone</li> <li>• Strap tamper</li> <li>• Motion No GPS</li> <li>• Device tamper</li> <li>• Unable to Connect</li> <li>• Battery low</li> </ul>
7.14	The device case must be sealed and shock, water and tamper resistant.	M	YES	A	<u>Device Case Sealed</u> 3M tests all devices to the exacting standards of IEC60529, which sets standards for testing of electrical enclosures. All equipment cases are sealed. <u>Shock and Water Resistant</u> Our devices are independently tested for shock and water resistance. The hand-held two-piece device is water resistant. The Lexan® cases are sealed using secure tamper resistant screws and then further protected by Lexan® plugs pressed into the screw sockets. All devices are tested for 72 hours in a humidity chamber for resistance to dust and moisture and they are both splash proof to the same degree as a mobile phone. The 2 Way bracelet and one-piece device are both tested waterproof to three atmospheres, or 45psi—about 66 feet underwater.



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.14	(continued)	continued	continued	continued	<u>Tamper Resistant</u> The electronics of the transceiver and one-piece device are housed in a rugged Lexan® case that is sealed using a process known as ultrasonic welding, which produces a completely sealed unit that can only be opened by cutting through the plastic material. The housings also incorporate advanced tamper detections. Both utilize the strap employing an embedded fiber optic light pipe that detects interruption of the circuit (cut or stretched) which generates a strap tamper. The two-piece device housing is sealed using tamper resistant screws and then Lexan® plugs are pressed into the screw sockets. The device incorporates tamper detections in the housing.
7.15	Any wearable device must be easily installed or replaced in the field on offenders.	E	YES	A	The devices are quick and easy to install, utilizing disposable straps that are cut, discarded, and replaced for the next installation.
7.16	A rechargeable device battery shall be capable of providing a 24 hour or greater battery life in a 4 hours charge period. Vendor shall explain in VRA how the proposed solution will meet this requirement.	E	YES	A	<u>2 Piece GPS (XT)</u> The battery will provide a minimum of 24 hours of operation on a 4-hour charge. Each device includes a standard wall charger and the Base Unit also functions as a convenient charging station. <u>1 Piece GPS (WMTD)</u> The battery will provide 40+ hours of operation on a 2-hour charge.





A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.17	A wearable device shall be capable of being installed and operating on an individual for a minimum of 6 continuous months. Vendor shall explain in VRA how the proposed solution will meet this requirement.	E	YES	A	Both the two-piece and the one-piece utilize the same hypoallergenic Santoprene® strap that is designed for safe, continuous wear over extended time. The internal batteries provide a minimum of one year of operation and two years shelf life.
7.18	The device must operate through the range of temperatures that will be experienced in a typical client environment. Vendor shall explain in VRA how the proposed solution will meet this requirement.	E	YES	A	We test all of our devices to the exacting standards of IEC60529, which sets standards for environmental testing of electrical enclosures. Using random, sine sweep, sine dwell, and sine-on-random testing combined with environmental conditions, our devices are subjected to both high (55°C) and low (-25°C) temperatures. Each unit must not only survive the test without any damage, but also operate during and after the 24 hours of testing at each extreme.
7.19	For Location Equipment tamper alerts, the Location Equipment shall immediately transmit a tamper notification to the host server. Vendor shall explain in VRA how the proposed solution will meet this requirement.	M	YES	A	Our proposed GPS devices incorporate tamper detection circuitry for the case and strap. In addition, the instant a device detects tampering with its housing, strap, transmitter, or Base Unit, the device immediately calls our server to report the alarm and download all tracking data. Notifications are generated.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
7.20	For strap tampers that occur when the offender is out of receiver range, the Location Equipment shall recognize when the offender is back in receiver range and immediately transmit a tamper notification to the host server. Vendor shall explain in VRA how the proposed solution will meet this requirement. <b>SOM: Bidders proposing a one-piece GPS monitoring device may write "Not applicable" in Column D.</b>	E	YES	A	This specification applies to the 2 Piece GPS (XT). If an offender moves out of range of the XT or Base Unit receiver and tampers with the strap and/or the case, the receiver recognizes the tamper event when the transmitter is back in range, and immediately initiates contact with our server to generate the necessary notifications.
7.21	The Location Equipment must be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.	M	YES	A	In addition to using proprietary protocol, our system incorporates an advanced, patented encryption scheme to detect and communicate attempts to simulate or duplicate our RF signal. Our encryption protocol prevents any successful recording and playback attempt.
<b>8. General</b>					
8.1	Location Equipment shall have the ability to monitor the offender's compliance with being at approved residence during required times. This requirement shall be configurable by the MDOC for each offender being supervised. The Location Equipment must be able to transmit tracking data to the server 24/7/365.	E	YES	A	Our devices track, record, and report to our server 24/7/365. We also provide an optional base unit for a tighter tether in the residence to ensure reliable location tracking at all times.
8.2	The MDOC shall be able to establish rules with grace periods for offenders supervised on this technology.	E	YES	A	Default grace periods for any scheduled zone are easily set by the agency through the software and may be adjusted by authorized users
8.3	For equipment that requires the use of two piece devices i.e., tracking device and ankle transmitter, notify when the ankle bracelet is out of range of the tracking device and when it returns.	E	YES	A	We report this as a Bracelet Gone alert after an agency specified grace period (typically 5 minutes).
8.4	Notify when the tracking device enters and leaves an exclusion or inclusion zone.	E	YES	A	The devices immediately notify upon entering and leaving inclusion and exclusion zones. No waiting for the next scheduled call in period



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
8.5	Alert when the tracking device is in motion without a Location signal.	E	YES	A	The devices notify of Motion-No-GPS after ten cumulative minutes of motion without GPS are accumulated.
8.6	Notify when the tracking device cannot acquire a location signal.	E	YES	A	The devices notify of no GPS signal, but also utilize supplemental terrestrial tracking technologies continuously
8.7	Alert that device has no GPS due to masking.	O	YES	A	The devices notify of Motion-No-GPS indicating the device is in motion but unable to receive GPS.
8.8	For Location Equipment malfunctions, the Location Equipment shall immediately transmit a notification to the host server.	E	YES	A	The devices incorporate self-running internal diagnostics and notify the server immediately of any malfunction.
8.9	For Location Equipment power degradation (e.g. electrical loss or reserve backup power low), the Location Equipment shall immediately transmit a notification to the host server upon restoration of power.	E	YES	A	The Base Unit will immediately notify on power loss and restoration to the host server. In addition, the unit will report on backup battery low power.
8.10	Alert when location equipment does not report within a specified timeframe. Customized by MDOC policy. <b>SOM: Currently, equipment that does not report when required generates an alert. Action is taken according to internal protocol based on the offender's status.</b>	M	YES	A	The system provides notification if the equipment does not report within a specified timeframe as customized by MDOC policy.
8.11	If the Vendor Location Equipment includes a separate base unit requiring telephone service, notify when telephone service has been lost upon restoration of telephone service. <b>SOM: Bidders proposing a one-piece GPS monitoring device may write "Not applicable" in Column D.</b>	E	YES	A	The base unit will notify on phone line disconnect and reconnect.  Not applicable for the one-piece GPS offering.



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
8.12	The application must be web based and allow user access to do enrollments, deletions, inventory control, and alert processing; set up the location parameters and schedules, and view, print, or download offender monitoring data.	E	YES	A	Our web-based software enables the users to perform enrollments, inventory control, and alert processing; set up the location parameters and schedules; and view, print, or download offender monitoring data. Rather than deleting the data, our system allows users to de-activate offenders so that the historical data is permanently retained for the DOC.
8.13	Provide access to an operational crime scene correlation system for data analysis.	O	YES	A	<p>Harnessing the power of 3M's database of tens of thousands of tracked offenders, Crime Tracking has proven to be an effective crime solving tool that saves officers countless investigation hours. Agencies under contract with 3M can transmit their daily crime location data to us electronically and our powerful system will <u>automatically</u> correlate the crime times/locations with all of the GPS points in our system and provide a daily report that identifies any 3M tracked offenders that could be a match with the crime scene.</p> <p>The system is so flexible that law enforcement can narrow the parameters for hits in order to reduce the volume of data they receive; for example, by narrowing the radius from GPS point to crime location.</p>



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
8.14	<p>Delivery of up to 4,000 active Location Equipment monitoring devices. If leased, this includes a 30 percent spare ratio that will be provided to the MDOC at the contractor's expense.</p> <p><u>SOM</u>: The State expects a 30 percent spare ratio for which there will be no charge. The State will work with the vendor to keep the spare ratio at 30 percent. In the event that the spare ratio exceeds 30 percent the State will return spare equipment but will not pay for inactive units whether or not they exceed the spare ratio allotment.</p>	E	YES	A	30% spare ratio will be provided to MDOC at no additional expense.



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
8.15	<p>The vendor shall provide pricing for Active GPS monitoring, Passive GPS monitoring and Hybrid GPS monitoring with a VRA describing the difference between each level of monitoring.</p> <p><b>SOM:</b> The State currently only uses Active monitoring. Passive and Hybrid are being considered for specific limited populations, specifically lifetime GPS. Currently points are gathered at a rate of one per minute while in motion, one per every 15 seconds while in zone violations, and one every hour if there is no motion detected for ten consecutive minutes. Alerts are reported through the vendor server and appear in a queue that is monitored by state employees. Alerts report in "near real time" provided that there is cellular coverage. If there are no alerts the unit reports in one time per hour.</p> <p><b>ACTIVE:</b> An offender tracking approach that uses a location system and a communications infrastructure to accomplish near real-time collection and transmission of device location and status data.</p> <p><b>PASSIVE:</b> An approach to offender tracking in which device location and status data are stored in device memory and are transmitted retrospectively. The data may be transmitted at fixed intervals using cellular capability or may be transmitted when the devices is connected to a telephone line.</p> <p><b>HYBRID:</b> will report strap and zone alerts actively and other alerts passively</p>	M	YES	A	<p><u>Active GPS</u> Standard active supervision parameters:</p> <ul style="list-style-type: none"> <li>Continuously samples GPS</li> <li>Stores one GPS point every 60 seconds in compliance</li> <li>Stores one GPS point every 15 seconds in zone violation</li> <li>Downloads all tracking information every 60 minutes in compliance</li> <li>Downloads all tracking data immediately when the device goes into alert status</li> <li>Provides immediate notification of violation to the offender (selectable)</li> <li>Provides immediate notification of violation clear (if desired)</li> </ul> <p><u>Passive GPS</u> Standard passive supervision parameters:</p> <ul style="list-style-type: none"> <li>Continuously samples GPS</li> <li>Stores one GPS point every 60 seconds in compliance</li> <li>Stores one GPS point every 15 seconds in zone violation</li> <li>Downloads all tracking information to our Data Center every 4-6 hours (adjustable) and all violations are immediately recorded and processed in the system database.</li> <li>Provides notification of all violations every morning via emailed Daily Violation Summary Report</li> <li>Notifications to offenders are individually selectable.</li> </ul>



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
		continued	continued	continued	<u>Hybrid GPS</u> With these parameters, the agency can select two violations for immediate notification and all others will be reported to officers every morning via emailed Daily Violation Summary Report, otherwise, the specifications for Hybrid are the same as for Passive Supervision detailed above.
<b>9. Maintenance Program</b>					
9.1	The Vendor shall provide maintenance of Location Equipment to insure that Location Equipment remains in good repair and working order and continues to meet or exceed published specifications.	E	YES	A	Our devices are provided with Standard Leased Equipment Warranty ( <i>please see Attachment H for more details</i> ).





A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
9.2	Cellular coverage must include at least the entire State of Michigan. <u>SOM</u> : Bidders are to present their solution including cellular coverage areas. For areas without cell coverage bidders shall offer monitoring solutions which can then be evaluated. Selection criteria could include coverage area or ability to store points for downloading when cellular coverage is re-established.	E	YES	A	Our devices communicate with our system via the GSM cellular network through AT&T and our back up carrier, T-Mobile. Together, they provide excellent cellular coverage in Michigan and the units will roam on any AT&T and T-Mobile approved GSM network. AT&T has the best coverage available and in fact, it was recently reported that 100% of Fortune 1,000 companies use AT&T's cellular data service. An optional data charger is also available that utilizes a back up landline in the event of a loss of cellular coverage or due to poor cellular coverage in a particular location.  Our devices also incorporate ample nonvolatile memory; enough to store at least 30 days of tracking data in the event of an interruption in cellular communications or if the battery is depleted and the device shuts down. As soon as cellular communication is restored or the device is powered up again, it will call our system and transmit its stored data.
9.3	The vendor shall provide the SOM with staff capable of providing expert testimony in court cases at the Vendor's expense.	E	YES	A	3M will provide the SOM with staff capable of providing expert testimony in court cases at 3M's expense. 3M Electronic Monitoring has demonstrated ability to provide expert testimony in court cases.
<b>10. Location Equipment Maintenance</b>					
10.1	The Vendor and the SOM will establish an ongoing routine maintenance, schedule.	O	YES	A	As the incumbent provider, 3M has established an ongoing routine maintenance schedule for MDOC, and will continue to do so, if awarded.



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
10.2	The Vendor will send reminder notices to the SOM no less than monthly identifying, by serial number, Location Equipment scheduled for maintenance to occur within the next thirty (30) days.	O	YES	A	3M will send reminder notices to the SOM no less than monthly identifying, by serial number, Location Equipment scheduled for maintenance to occur within the next thirty (30) days.
<b>12. Mapping Software Features</b>					
12.1	The Contractor's mapping feature shall display all the points in time order as they occurred, allowing for incremental point by point viewing.	E	YES	A	Our mapping feature displays the points in chronological order and allows for incremental point-by-point viewing.
12.2	All offender tracking points shall be available one at a time, in sequential order on the map, for the time period queried. The mapping program shall have the ability to stop/rewind/forward one point at a time during the playback feature	E	YES	A	All offender tracking points are available one at a time, in sequential order on the map on the EM Manager software, for the time period queried. It also has the ability to stop/rewind/forward one point at a time during the playback feature. Additionally, the mapped points are color coded so the violation status can be seen at a glance for every point: green=compliant, red=non-compliant, yellow=grace, blue=scheduled alert.



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
12.3	Describe the mapping system and its features in vendor response attachment. If a 3 <sup>rd</sup> party mapping system is used identify the system used.	E	YES	A	<p>The maps used in our system are provided and updated by Microsoft Bing on a continual basis, with new imagery provided by its partners.</p> <p>All an officer has to do is login, identify an offender, and select a date/time range; we map the points. The system provides near real-time visual mapping of the precise location of tracked offenders in road, aerial (satellite), and bird's eye views. Features include:</p> <ul style="list-style-type: none"> <li>• <u>Zooming</u> - the ability to zoom in to a macro view of the exact location or as far out as the entire globe, with multiple degrees of magnification in between.</li> <li>• <u>Labeling</u> – all three views of the map display all zone and allow for turning point labels on or off. Labels provide the date, time, speed, lat/long, and violation status.</li> <li>• <u>Printing</u> – any map can be printed</li> <li>• Additional features include the ability to <ul style="list-style-type: none"> <li>○ <u>Go to address</u> – locates an address on the map</li> <li>○ <u>Geocode</u> - provides an approximate map location for any address</li> <li>○ <u>Reverse Geocode</u> – provides a street address for a mapped location</li> </ul> </li> </ul>



A	B	C	D	E	F
Req No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
					<ul style="list-style-type: none"> <li>○ <u>Measure Distance</u> – measures the distance from one point to another</li> <li>○ <u>Points of Interest</u> – these are locations specified by agency preference; toggles on/off</li> <li>○ <u>Point Trail Length</u> – users can choose how many points they want to view on the screen at one time.</li> </ul>
12.4	Alerts that are generated must be displayed on the screen when viewed in the playback mode	E	YES	A	Alerts are displayed on the screen with every point in playback mode.
12.5	Mapping features should demonstrate movement (speed, direction, and date stamp time).	E	YES	A	With every point, the map displays direction, speed, time/date, violation status, and lat/lon
12.6	The icon representing the offender's position shall be easily identifiable as to whether the offender is in motion or stationary	E	YES	A	Our maps distinguish between points in motion and stationary points with circular or square colored points. The color indicates the alert status.
12.7	The map shall visually distinguish whether the offender is in compliance, a grace period, "scheduled alert", or alert status. <b>SOM: The phrase "scheduled alert" was meant to define a grace period. It eliminates the rule for a set time period as established by the agent. This may only happen once and is "scheduled" as a one-time event to prevent having to create new permanent schedules for one-time events. These identifiers must be present on the map when the point is displayed.</b>	E	YES	A	Our EM Manager software provides visual distinction between GPS tracking points. The status of the offender at each point is distinguished by its color: <ul style="list-style-type: none"> <li>• Green = in compliance</li> <li>• Red = noncompliant (in alert/alarm)</li> <li>• Yellow = grace period</li> <li>• Blue = scheduled alert</li> </ul>



## **ATTACHMENT E - TECHNICAL REQUIREMENTS**

Each row contains a requirement. The Contractor response is within each requirement. Failure to comply may result in the dismissal of the Contract.

### **Definitions**

**Mandatory** - the requirement must be present, or an acceptable workaround must be present, in the proposed solution or the solution may not be considered by the SOM. A limited number of requirements are **Mandatory**.

**Expected** - the requirement should be present in the proposed solution, or an acceptable workaround must be present.

**Optional** - the SOM would like the requirement to be present in the proposed solution or provided through an alternative approach or future enhancement.

**NOTE:** The “Mandatory” and “Expected” requirements will become contractual obligations for the company(s) whose response(s) is accepted and signs a contract with the state. Those “Optional” requirements that are offered by the awarded contractor(s) and accepted by the state, will also be included in the contract(s) and made available to state and local users. In the event “Optional” items are purchased by the SOM or local users, these requirements will be incorporated into the project plan along with the “Mandatory” and “Expected” requirements for the purchase, and all ordered items/functions/services will be monitored for compliance as contractual obligations in the same manner regardless of their initial designation in the RFP for evaluation purposes. If the Contractor cannot perform one or more of the current or future agreed upon requirements, the Contract proposal may be terminated.

### **Row instructions**

Contractor is not to alter.

### **Column instructions**

It shall be assumed by the State that a blank cell indicates the requirement is not available.

**Column A** - This column indicates a numeric sequence of each function. All of the requirement numbers do not appear in consecutive order. Multiple review phases resulted in requirements being added, deleted, or reorganized into different groupings.

**Column B** - This column describes the function(s) desired in the parts and maintenance program.

**Column C** - This column indicates if a particular requirement is Mandatory, Expected or Optional.

**Column D** - This column indicates whether the Contractor can comply with a particular requirement. The Contractor has indicated either “yes” or “no”.

**Column E** - This column indicates how a bidder will comply with a particular requirement. The Contractor has entered the appropriate Requirement Response (Req. Response), for each requirement with an A, B, C, D, or E as defined below.

- F. Currently provided within the standard service.
- G. Currently provided as an enhancement to standard service at no additional cost.
- H. Currently provided as an enhancement to standard service at an additional cost detailed in the cost proposal.
- I. Not currently provided but will be added at the additional cost detailed in the cost proposal.
- J. Service will not be provided.

**Column F** - This column is provided for the Contractor to provide any additional information related to the solution.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
<b>1000. Equipment</b>					
1000.1	The device shall function with a web based real-time hosting environment that allows 24/7/365 real-time access to offender data.	M	YES	A	
1000.2	The Contractor shall provide a monitoring system located in a secure hosting environment to Receive, record and store data at a central location	M	YES	A	
1000.3	All information related to offenders must be stored in a retrievable format and retained for a minimum of seven years	M	YES	A	
1000.4	Integrated hardware components and devices shall have all required Federal Communications Commission (FCC) certification.	M	YES	A	
1000.5	The Contractor's integrated hardware components shall be upgradeable and the MDOC shall receive from the Contractor all new revisions, as they become available, at no cost to the SOM. <b>SOM: Hardware components are applicable to monitoring equipment.</b>	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1000.6	<p>Vendor must work with SOM to provide deliverables for the MDOC EMC Middleware Solution. Deliverables include, but are not limited to:</p> <ul style="list-style-type: none"> <li>Web-based application/portal available to the EMC and probation/parole agents via the State of Michigan (SOM) Intranet to include alerts of potential violations and agent caseload information</li> <li>Application Programming Interface (API) document that defines requirements for web services</li> <li>Single Sign-on</li> </ul> <p><b>SOM: Single sign-on requirements have not been defined for Middleware.</b></p> <p>Web services, include but are not limited to:</p> <ul style="list-style-type: none"> <li>Web service to allow vendors to send current alerts for display in the web portal</li> <li>Web service to allow vendors to provide agent caseload information for display in the web portal</li> <li>Web service to provide basic offender information from DOC offender management system to vendor application</li> <li>Web service to save notes/comments from vendor applications into DOC offender management system</li> <li>Web services to auto-update DOC offender management system with new registrations and deletions for each vendor application</li> </ul> <p><b>SOM: SOM uses Active Directory for authentication.</b></p>	M	YES	B	Single sign-on does not include SOM's Windows Desktop authentication.
1000.7	The vendor application must process in/outbound signals while allowing multi-task (printing, database updates, etc.) and multi-user (making calls, answering calls, etc.) operation	M	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments





A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
<b>1001. Client / Workstation</b>					
<b>SOM:</b> Field agents in mobile offices currently use iPhones and/or laptops to access web based EM applications. The iPhones and/or laptops are provided by the State. The State does not currently have standard requirements for mobile devices and operating systems. The Bidder should provide mobile device and operating system information if supported.					
1001.2	The Application must function with the following web browser(s) in an <b>INTRANET</b> environment: • Microsoft IE 8.0	M	YES	A	
1001.3	The Application must function with the following web browser(s) in an <b>INTERNET</b> environment: • Microsoft IE 6.0 or above • Firefox 3.0 and above • Chrome 3.0 and above Safari 4.x and above	E	YES	A	
1001.4	The Application must function with the following desktop Operating System (OS): • Windows XP SP3 Windows 7	M	YES	A	
1001.5	The Application's desktop client install must function on the following standard SOM desktop hardware: Link to SOM Desktop Standard: <a href="http://www.michigan.gov/dmb/0,1607,7-150-56355-108233--00.html">http://www.michigan.gov/dmb/0,1607,7-150-56355-108233--00.html</a>	M	YES	A	It will operate on any computer that is compatible with any of these browsers
1001.6	Mobile applications must support mobile devices and their Operating System (OS)	O	YES	A	
<b>1002. Documentation and Standards</b>					
1002.1	Provide a logical network diagram that describes how the infrastructure components will meet the functional requirements.	M	YES	A	Please find <i>Attachment O, Logical Network Diagram</i> .
1002.2	Provide conceptual and logical data-flow diagrams.	M	YES	A	Please find <i>Attachment L, Data Flow Diagram</i> .
1002.3	For SOM-hosted solutions, provide a complete installation and configuration documentation library.	M	Not applicable	O	Vendor-hosted solution
1002.4	Provide a high-level architecture diagram, including logical and physical components.	E	YES	A	Please find <i>Attachment M, System Architecture</i>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1002.5	For SOM-hosted solutions, provide system documentation must describe error logging and how to access the error logs.	M	Not applicable	O	Vendor-hosted solution
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1002.6	System documentation must describe Disaster Recovery capabilities (including Hot and Cold standby options, licensing implications, and critical vs. non-critical functionality and data).	M	YES	A	Our system documentation fully describes Disaster Recovery capabilities and can be provided upon request.
1002.7	System documentation must describe any batch processing requirements for the application.	E	YES	A	Our system documentation fully describes batch processing capabilities and can be provided upon request.
1002.8	System documentation must describe required application maintenance activities and time frames.	E	YES	A	
1002.9	Application/System documentation must provide FAQ and/or Support Information for frequent issues staff/users may encounter.	E	YES	A	
1002.10	The Vendor must work with SOM to complete a DTMB Project Security Plan and Assessment (DTMB-0170) for the solution.	M	YES	A	

### 1003. Installation

**SOM:** The State does not expect the Bidder's software to be installed on its IT network, but it is expected that DOC users will utilize the State's IT network to access the Bidder's website/software. Therefore, there is integration with the SOM network.

For requirements that are not applicable to the Bidder's solution, Bidders should enter a response of "O" in Column E and enter "Not Applicable" in Column D. Bidder may also indicate "vendor-hosted solution" in Column F if desired.

For cloud-based software, the bidder should specify who the cloud provider is, where it is located, what type of security controls are implemented to protect data and any regulatory compliance (such as FISMA ). Bidders should provide information regarding how their solution will provide redundancy, high-availability and disaster recovery capabilities.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1003.1	Provide a detailed work plan (in hours) and duration (in days) of a typical installation of the base package, including all modules. Include both SOM and vendor effort.	E	Not applicable	O	Vendor-hosted solution
1003.2	Provide a high-level project plan outlining activity descriptions, work effort, duration and resources for a typical base-package installation.	E	Not applicable	O	Vendor-hosted solution
1003.3	Provide a description of the skill sets of all resources required for a typical install of the base package.	E	Not applicable	O	Vendor-hosted solution
1003.4	Provide a list of <b>functional</b> issues encountered by other users during a typical implementation of your software.	E	Not applicable	O	Vendor-hosted solution
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1003.5	Provide a list of <b>technical</b> issues encountered by other users during a typical implementation of your software.	E	Not applicable	O	Vendor-hosted solution
1003.6	The application must be remotely deployable and supportable using the following management tool(s): • Microsoft's SCCM (SMS)	E	Not applicable	O	Vendor-hosted solution
1003.7	Provide a detailed list of any browser plug-ins (e.g., ActiveX, Java, Flash) required by the application.	M	YES	A	No plug-ins are required
1003.8	Provide a detailed list of client components (e.g. ODBC, JDBC, Java Beans, other) required by the application, including permission(s) levels.	M	Not applicable	O	Vendor-hosted solution
1003.9	All agents and bots used for monitoring or maintenance of servers and software must be listed including function, install location, permission level, and resource usage.	M	Not applicable	O	Vendor-hosted solution
1003.10	Provide a detailed list of any third-party tools required by the application and how they will be supported over the System Development Life Cycle (SDLC).	M	YES	A	none; Vendor-hosted solution
<b>1005. Reporting</b>					
1005.1	The reporting product technology must be compatible with n-Tier architecture (client-server & web). <b>SOM: The specification should be Expected (E)</b>	E	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1005.2	The reporting product technology must be compatible with the following Server Operating Systems: • (see requirement 1010.2)	E	Not Applicable	O	Vendor-hosted solution
1005.3	If the solution will be hosted by SOM, the reporting tool/system must be certified for use with the VMWare x86 based virtualization platform.	E	Not applicable	O	Vendor-hosted solution
1005.4	The reporting product technology must be compatible with desktop virtualization.	E	YES	A	
1005.5	The reporting product technology must not require any installed component on the user desktop.	E	YES	A	
1005.6	The reporting product technology must not require any installed component in the user browser other than the following: Adobe Acrobat Reader	E	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1005.10	The reporting product technology must support ad-hoc reporting via custom-built queries.	E	YES	A	
1005.11	The MDOC must be able to access all of its data via the reporting product for the purpose of running ad hoc reports and queries without vendor assistance.	E	YES	A	
<b>1006. Application Security</b>					
<b>SOM:</b> Data security requirements apply regardless of whether it is vendor or SOM hosted. Bidders should read and respond to each requirement accordingly.					
1006.2	The solution must have built-in security controls and meet or exceed current SOM security requirements as described in the State Administrative Guide. <a href="http://www.michigan.gov/documents/dmb/1340_193162_7.pdf">http://www.michigan.gov/documents/dmb/1340_193162_7.pdf</a>	M	YES	A	
1006.3	Application access must be loggable and have a viewable audit trail(s).	M	YES	A	
1006.4	Changes to user permissions must be loggable and have a viewable audit trail(s).	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1006.5	Access to audit trail logs must be able to be restricted to approved administrators.	M	YES	A	
1006.6	Application access and changes to application access must log the following information: <ul style="list-style-type: none"> <li>• Date/time</li> <li>• Nature of operation</li> <li>• Name of changed item</li> <li>• Name of who made the change</li> <li>• Before and after value of the changed item</li> </ul>	E	YES	A	
1006.7	The following application change event(s) must be logged: <ul style="list-style-type: none"> <li>• Changes to individual permission level</li> <li>• Changes to role membership</li> <li>• Changes to role permissions</li> <li>• Changes to access to application functions</li> </ul>	E	YES	A	
1006.8	The System Administrator must be able to control access to audit trail logs.	E	YES	A	
1006.9	Access to program libraries (e.g. base code) must be restricted and controlled.	E	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1006.10	Passwords and User ID's must be able to: <ul style="list-style-type: none"> <li>• Protect sensitive data</li> <li>• Restrict access to only those intended</li> <li>• Meet State/Agency Security Standards</li> <li>• Be encryptable</li> </ul>	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1006.11	User authentication methods, based on risk and severity level, may include: <ul style="list-style-type: none"> <li>• User ID and Passwords</li> <li>• Biometrics</li> <li>• Directories</li> <li>• Smart cards</li> <li>• Single sign-on solutions</li> <li>• Tokens</li> <li>• PKI and Certificates</li> <li>• Voice recognition</li> <li>• Shared secrets</li> <li>• Access control lists and files</li> <li>• Unique business process</li> </ul>	E	YES	A	
1006.12	Session State must be stored and maintained in an encrypted manner.	E	YES	A	
1006.13	Session State must be stored and maintained in one or more of the following manners: <ul style="list-style-type: none"> <li>• Cookie</li> <li>• URL String</li> <li>• Database</li> </ul> Describe if other method is used	E	YES	A	
1006.14	For SOM-hosted solutions, the software solution must be accessible (and administrable) through the following Virtual Private Network (VPN) : <ul style="list-style-type: none"> <li>• Vendor Network or</li> <li>• UTNet</li> </ul>	E	Not applicable	O	Vendor-hosted solution
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1006.15	A solution must comply with any of the following applicable application and data processing standards: <ul style="list-style-type: none"> <li><del>HIPAA Sarbanes-Oxley</del> • PCI-DSS</li> </ul> SOM: Please disregard this item regarding HIPPA regulations. Please disregard reference to Sarbanes-Oxley.	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1006.15.1	The system shall be fully compliant with HIPPA regulations, standards, requirements, guidelines and grants, as well as comply with all Federal and State government, laws, regulations, requirements, guidelines and grants	M	YES	A	
1006.16	Application and database communication must use one of the following port(s) and protocol(s): • Internet Assigned Number Authority (IANA) registered ports • Oracle • Microsoft SQL Server • MySQL • Teradata • 80 / 443	E	YES	A	
1006.17	Client application must support encryption of data both at rest and in motion, in accordance with the data classification.	M	YES	A	
1006.18	Applications and systems must adhere to SOM Policy 1350.10 regarding Access to Networks, Systems, Computers, Databases, and Applications: <a href="http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf">http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf</a> <b>SOM: This applies to SOM-hosted solutions</b>	M	Not applicable	O	Vendor-hosted solution
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1006.19	Applications and systems must adhere to SOM Policy 1350.20 regarding Access to Protected Data Resources: <a href="http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf">http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf</a> <b>SOM: This applies to SOM-hosted solutions</b>	M	Not applicable	O	Vendor-hosted solution
1006.20	End-user software applications, or components thereof, must <b>not</b> require privileged, super-user or administrator mode in order to function properly.	M	YES	A	





A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1006.21	A security assessment of the purchased application, and its components, must be provided that has been verified by an independent third party.	O	Not applicable	O	Vendor-hosted solution
<b>1007. Identity Management</b>					
1007.2	The application must support one or more of the following authentication requirement: <ul style="list-style-type: none"> <li>• LDAP v3</li> <li>• Tivoli Single Sign On</li> <li>• Active Directory</li> <li>• Two factor authentication</li> <li>• User ID and Passwords</li> <li>• Biometrics</li> <li>• Directories</li> <li>• Smart cards</li> <li>• Single sign-on solutions</li> <li>• Tokens</li> <li>• PKI and Certificates</li> <li>• Voice recognition</li> <li>• Shared secrets</li> <li>• Access control lists and files</li> <li>• Unique business process</li> </ul>	M	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1007.3	Application authentication and authorization must be by individual user. User account information must be stored securely in a database. Users may belong to groups and roles.	M	YES	A	
1007.4	The application must enforce the following rules on individual passwords for allowable characters, length and expiration period: <ul style="list-style-type: none"> <li>• Standard Windows characters allowed</li> <li>• Minimum of 8 characters in length</li> <li>• Expires every 90 days</li> <li>• Cannot reuse password for 1 year</li> </ul>	M	YES	B	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1007.5	The application must lock out users after three invalid login attempts due to bad passwords.	M	YES	B	
1007.6	The application must provide the system administrators with the capabilities to define different roles with different privileges.	M	YES	A	
1007.7	The application must provide the system administrators with the capabilities to create groups whose members can be either role-based or individual login account names.	E	YES	A	
<b>1008. Network Security</b> <u>SOM: Data security requirements apply regardless of whether it is vendor or SOM hosted. Bidders should read and respond to each requirement accordingly.</u>					
1008.2	Network communication must use the following port(s) and protocol(s): • ADO.NET • 443 using TCP • Internet Assigned Number Authority (IANA) registered ports	E	YES	A	
1008.3	Client applications must adhere to SOM Policy 1340.00 regarding "Information Security": <a href="http://www.michigan.gov/documents/dmb/1340_193162_7.pdf">http://www.michigan.gov/documents/dmb/1340_193162_7.pdf</a>	M	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1008.4	Applications and systems must adhere to SOM Policy 1350.10 regarding "Access to Networks, Systems, Computers, Databases, and Applications": <a href="http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf">http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf</a>	M	YES	A	
1008.5	Web interface or browser technology must use TCP/IP protocol through Ports 80 or 443.	E	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1008.6	Applications and systems must conform with SOM Policy 1345.00 regarding "Network and Infrastructure": <a href="http://www.michigan.gov/documents/dmb/1345.00_282982_7.pdf">http://www.michigan.gov/documents/dmb/1345.00_282982_7.pdf</a> <b>SOM: This applies to SOM-hosted solutions</b>	M	Not applicable	O	Vendor-hosted solution
1008.7	Application communication between users and system components over the network must be loggable and the log file accessible to the system administrator.	E	YES	A	
1008.8	Applications and systems must adhere to SOM Policy 1350.20 regarding "Access to Protected Data Resources": <a href="http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf">http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf</a>	M	YES	A	
<b>9. Server Security</b> <b>SOM: Data security requirements apply regardless of whether it is vendor or SOM hosted. Bidders should read and respond to each requirement accordingly. Bidders must describe how their solution will protect SOM data with at least the same level of security provided in SOM-hosted solutions.</b>					
1009.2	Application servers must be hardened prior to placing in production.	M	YES	A	
1009.4	Servers must have the most recent security patches applied to them and be configured in least privileged mode prior to placing in production in a non-secure environment.	M	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1009.5	All server-based agents, bots and monitoring components must be listed along with a description of their function, required permission level and resource usage.	E	Not applicable	O	Vendor-hosted solution. Our system is not in the SOM's Domain space and is totally independent of the customer network. Customer users are connecting to Web base application that is protected with SSL technologies. The user's view is based on need-to-know only. User activities are audited and logged. In case SDK (API) services are needed, the system supports that and has a set of predefined SDK's available. In that scenario, the connection between the customer WS server to the OM WS servers will be done over FW-2-FW VPN tunnel (most recommended), with FW roles restrictions based on source IP's, ports, etc.
1009.6	At a minimum, applications and systems must adhere to SOM Policy 1350.10 regarding "Access to Networks, Systems, Computers, Databases, and Applications": <a href="http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf">http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf</a>	M	Not applicable	O	None of our servers touch SOM Domain. Since there are no third party components installed on SOM workstations (for example, ActiveX), there is no access to any SOM resources.
1009.7	At a minimum, applications and systems must adhere to SOM Policy 1350.20 regarding "Access to Protected Data Resources": <a href="http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf">http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf</a>	M	Not applicable	O	None of our servers touch SOM Domain. Since there are no third party components installed on SOM workstations (for example, ActiveX), there is no access to any SOM resources.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
<b>1010. Application Server (applies to SOM-hosted solutions)</b> <u>SOM</u> : (Attachment E, 1010, 1011, and 1012) For requirements that are not applicable to the Bidder's solution, Bidders should enter a response of "O" in Column E and enter "Not Applicable" in Column D. Bidder may also indicate "vendor-hosted solution" in Column F if desired.  For cloud-based software, the bidder should specify who the cloud provider is, where it is located, what type of security controls are implemented to protect data and any regulatory compliance (such as FISMA ). Bidders should provide information regarding how their solution will provide redundancy, high-availability and disaster recovery capabilities.					
1010.2	Application server must support one or more of the following Server Operating Systems (OS): <ul style="list-style-type: none"> <li>• Linux Redhat Enterprise Server 5.x (standard)</li> <li>• Linux Suse Enterprise 10.x (standard)</li> <li>• Microsoft Windows 2008 (standard)</li> <li>• Unix HP/UX 11i v3 (standard)</li> <li>• Unix Sun Solaris 10.x (standard)</li> <li>• VMWare vSphere 4 (standard)</li> </ul>	E	Not applicable	O	Vendor-hosted solution
1010.5	The application tier must be certified for use with the VMWare x86 based virtualization platform.	E	Not applicable	O	Vendor-hosted solution
1010.6	Systems running on the application server must support <b>horizontal</b> scaling.	E	Not applicable	O	Vendor-hosted solution
1010.7	Systems running on the application server must support <b>vertical</b> scaling.	E	Not applicable	O	Vendor-hosted solution
1010.10	The application must be capable of sharing the application server with multiple applications.	E	Not applicable	O	Vendor-hosted solution
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1010.11	The software running on the application tier must be coded in the following DTMB supported language: <ul style="list-style-type: none"> <li>• ASP.Net (standard)</li> <li>• C# (standard)</li> <li>• Java (standard)</li> <li>• JavaScript (standard)</li> <li>• JDK 6.x (standard)</li> <li>• PHP 5.x (standard)</li> </ul>	E	Not applicable	O	Vendor-hosted solution
<b>1011. Database Server</b>					



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1011.1	For SOM-hosted solutions, the database application must be compatible with the following server operating systems: • (see requirement 1010.2)	M	Not applicable	O	Vendor-hosted solution
1011.2	For SOM-hosted solutions, the database tier must be certified for use with the VMWare x86 based virtualization platform.	E	Not applicable	O	Vendor-hosted solution
1011.3	For SOM-hosted solutions, the application must use the following database management systems (DBMS) and version: • MSSQL Server 2008 (standard) • MySQL 5.0 & 5.1 (standard) • Oracle 11g (standard) • TeraData A28V2R6.2 (standard)	M	Not applicable	O	Vendor-hosted solution
1011.4	For SOM-hosted solutions, the database server must support <b>horizontal</b> scaling by partitioning of tables and clustering of server instances.	E	Not applicable	O	Vendor-hosted solution
1011.5	For SOM-hosted solutions, the database server must support log shipping to a separate log server.	E	Not applicable	O	Vendor-hosted solution
1011.6	For SOM-hosted solutions, the database server must support replication and mirroring across multiple servers.	E	Not applicable	O	Vendor-hosted solution
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1011.7	The database server must support rapid recovery of databases, tables, etc.	E	YES	A	
1011.8	For SOM-hosted solutions, the database server must support <b>vertical</b> scaling by the addition of additional CPU's, CPU Cores, and RAM memory.	E	Not applicable	O	Vendor-hosted solution
1011.11	The database server must support parallel indexing operations.	E	YES	A	
1011.12	The database server must support manual tuning and configuration.	E	YES	A	
1011.13	The database server must support automatic tuning and configuration.	E	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1011.16	The database must support transactions and support transaction rollback.	E	YES	A	
1011.17	The database must support encryption at the database table/column level.	M	YES	A	
1011.18	The database must restrict access to data through the use of views, queries, roles and groups.	M	YES	A	
1011.19	The database must provide data archival functionality.	E	YES	A	
1011.20	The database must support assured record destruction by secure and permanent record deletion.	E	YES	A	As a matter of policy, we retain and archive all database data indefinitely for the benefit of the agency. We can provide it, map it, and report it at any time, even after contract expiration. However, we will securely delete SOM's data upon request.
1011.26	The database transaction strategies must be configurable, allowing growth, shrinkage and backup-recovery.	E	YES	A	
1011.27	For SOM-hosted solutions, the database must not require components that are not part of the default database licensing model for supporting any functionality.	E	Not applicable	O	Vendor-hosted solution
1011.28	The database must allow full text indexing and search.	E	YES	A	
1011.29	The database must provide support for spatial data.	E	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1011.32	The database server must support auditing and logging for DML events (insert, update, delete).	M	YES	A	Configurable upon demand
1011.33	The database server must support auditing and logging for DCL events (grant, revoke, deny).	M	YES	B	
1011.35	The database must not require users to have elevated database privileges/accounts for normal operation.	M	YES	A	
<b>1012. Web Server</b>					



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1012.1	For SOM-hosted solutions, the Web server must support the following Operating Systems (OS): • (see requirement 1010.2)	E	Not applicable	O	Vendor-hosted solution
1012.4	For SOM-hosted solutions, the web server for this application must be compatible with a SOM-approved technology: • MS IIS 2003, 2008 (standard) • Apache 2.2.x (standard) • IBM IHS 6.1, 7.0 (standard) • IBM Websphere 6.1, 7.0 (standard) • Jboss 5.x (standard)	E	Not applicable	O	Vendor-hosted solution
1012.5	For SOM-hosted solutions, the application must be capable of sharing a web server with multiple applications.	E	Not applicable	O	Vendor-hosted solution
1012.6	For SOM-hosted solutions, the Web Server must support <b>horizontal</b> scaling.	E	Not applicable	O	Vendor-hosted solution
1012.7	For SOM-hosted solutions, the Web Server must support <b>vertical</b> scaling.	E	Not applicable	O	Vendor-hosted solution
1012.8	For SOM-hosted solutions, the application tier must be certified for use with the VMWare x86 based virtualization platform.	E	Not applicable	O	Vendor-hosted solution
1012.9	The application should support clustering and/or load balancing across several servers.	E	YES	A	All communication and web servers have load balancing
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
<b>1013. Solution Architecture</b>					
1013.1	The application's minimum technology requirements, including Operating System (OS) versions, vendor versions, and release level of each product, must be provided.	M	YES	A	Please find this list included as <i>Attachment S</i>





A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.2	<p>A detailed network/server diagram must be provided illustrating the relative architecture of the proposed system. It should include:</p> <ul style="list-style-type: none"> <li>• Network security zones and firewalls</li> <li>• Server types and network components (e.g., switches)</li> <li>• Ports and protocols used to cross security zones</li> <li>• How users will access the system</li> <li>• Clustering of servers</li> </ul> <p><b>SOM: Please submit a high-level diagram indicating how MDOC data will be stored and transported and how high availability/failover will be provided. Contractor-hosted solutions should provide additional details for data communication within the SOM network (e.g. web applications transfer data over TCP/port 443).</b></p>	M	YES	A	Please find network/server diagram as Attachment M
1013.3	<p>For SOM-hosted solutions, the solution/application must utilize the features and capabilities of the SOM enterprise data storage services for the following data storage needs:</p> <ul style="list-style-type: none"> <li>• Storage Area Network (SAN)</li> <li>• Network Attached Storage (NAS)</li> <li>• Content Addressable Storage (CAS)</li> </ul>	M	Not applicable	O	Vendor-hosted solution
1013.4	The solution/application must support installation and operation in one or more disparate hosting centers. Fail-over from one hosting center to another must be possible without exceeding parameters specified in the Service Level Agreement (SLA).	M	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
<b>1013. Solution Architecture</b>					
1013.1	The application's minimum technology requirements, including Operating System (OS) versions, vendor versions, and release level of each product, must be provided.	M	YES	A	Please find this list included as <i>Attachment S</i>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.2	<p>A detailed network/server diagram must be provided illustrating the relative architecture of the proposed system. It should include:</p> <ul style="list-style-type: none"> <li>• Network security zones and firewalls</li> <li>• Server types and network components (e.g., switches)</li> <li>• Ports and protocols used to cross security zones</li> <li>• How users will access the system</li> <li>• Clustering of servers</li> </ul> <p><b>SOM: Please submit a high-level diagram indicating how MDOC data will be stored and transported and how high availability/failover will be provided. Contractor-hosted solutions should provide additional details for data communication within the SOM network (e.g. web applications transfer data over TCP/port 443).</b></p>	M	YES	A	Please find network/server diagram as Attachment M
1013.3	<p>For SOM-hosted solutions, the solution/application must utilize the features and capabilities of the SOM enterprise data storage services for the following data storage needs:</p> <ul style="list-style-type: none"> <li>• Storage Area Network (SAN)</li> <li>• Network Attached Storage (NAS)</li> <li>• Content Addressable Storage (CAS)</li> </ul>	M	Not applicable	O	Vendor-hosted solution
1013.4	The solution/application must support installation and operation in one or more disparate hosting centers. Fail-over from one hosting center to another must be possible without exceeding parameters specified in the Service Level Agreement (SLA).	M	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.8	Provide a technology roadmap for the proposed system showing a five (5) year plan for migrating to new software versions and when to de-implement dated versions as they reach end of life. <b>SOM: Vendors should indicate whether a 5-year technology roadmap can be provided. The SOM may request that the roadmap be provided prior to award.</b>	E	YES	B	3M Electronic Monitoring Inc. will be happy to provide a five (5) year plan to MDOC for migrating to new software versions and when to de-implement dated versions as they reach end of life
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.9	Provide conceptual and logical application data-flow models.	E	YES	A	Please see Attachment X
1013.10	Provide a logical network diagram that describes how the infrastructure components will meet the functional requirements. <b>SOM: See attached form. This form will be used by DTMB to complete a more detailed EA Solution Assessment for the solution upon contract award.</b>	M	YES	A	Please find in Attachment M
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.11	Provide a technology roadmap for the proposed system showing a five (5) year plan for new software version releases, support window, and sun setting. <b>SOM: Vendors should indicate whether a 5-year technology roadmap can be provided. The SOM may request that the roadmap be provided prior to award.</b>	E	YES	A	3M Electronic Monitoring Inc. will be happy to provide a five (5) year plan to MDOC for new software version releases, support window, and sun setting.
1013.12	Provide a high-level architecture diagram, including logical and physical components.	M	YES	A	Please find this diagram included as <i>Attachment M</i> .
A	B	C	D	E	F



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.13	Systems operating on an application server must interoperate with CA Unicenter monitoring agents.	M	Not applicable	O	Vendor-hosted solution
1013.14	For SOM-hosted solutions, systems operating on an application server must interoperate with Veritas Backup and Recovery agents.	M	Not applicable	O	Vendor-hosted solution
1013.15	<p><del>MDOC data must be stored on a dedicated server within each hosting center.</del></p> <p><b>SOM: Amend as follows:</b>            For SOM-hosted solutions, MDOC data must be stored on a dedicated server within each hosting center. For vendor-hosted solutions, MDOC data must be stored in a secure data center with multiple backups, redundancies, and archiving. Bidder must indicate how SOM data will be stored and protected.</p>	M	YES	A	<p>Our primary server is located at the Peak 10 facility in Tampa, Florida. While our redundant server is currently located in Aurora, Illinois, we in the process of moving our redundant server to the Peak 10 facility in Jacksonville, Florida. Both our primary and redundant backup database servers run on a Raid 5 configured disk array. Each disk in the array has an allocation table that allows the data to be stored in multiple locations across the array. If any disk fails, the system continues to function normally with no loss of data. 3M is notified and we then hot swap the disk with no interruption to service. The primary database server performs the following backups to the redundant backup server: Transaction logs, every 5 minutes; Incremental backups, every 2 hours; full database backup, end of the day. We archive the full database approximately every 3 months to disk.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.15 (continued)	continued				The Web OMS interface is secure at all times, transmitting data through an encrypted Internet connection using Secure Socket Layers (SSL)—the de-facto standard for data protection. We use 256-bit SSL encryption, which is absolutely unbreakable. As an additional security feature, a login times-out after thirty minutes of idle time. Additional data protection protocols include: access levels, redundancy, logins are recorded, and routine, frequent backups are performed.
1013.16	For non-SOM hosted solutions, the hosting system must perform full volume back-ups on a weekly basis and <i>incremental back-ups each evening</i> . The system must perform on-request back-ups as needed by the SOM. The system must be able to restore from back-ups that allow the recovery of the current state of the application as well as the database. Backups must be kept for 30 days. <b>SOM: This Applies to SOM-hosted solutions.</b>	M	Not applicable	O	Vendor-hosted solution
1013.17	The hosting vendor must develop, maintain, and execute off-site media storage procedures for archival and recovery purposes, utilizing an authorized off-site third-party Contractor(s), for all back-up media, including: <ul style="list-style-type: none"> <li>Log and track media both on and off-site</li> <li>Perform required rotation of media</li> <li>Pay all fees and costs associated with off-site media storage</li> </ul> <b>SOM: These are minimum requirements. The contractor can/should propose backup and recovery plans.</b>	M	YES	A	3M EM will be happy to provide backup and recovery plans upon request.
A	B	C	D	E	F



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.18	The contractor must provide redundancy in all critical system components such as network devices, network communication paths, processors, data storage, application files etc. The hosting Vendor must design and document network redundancy to handle a failure situation at the active site. There must be no single point of failure.	M	YES	A	
1013.19	The system shall have the ability to handle “surge capacity” in times of emergency and crisis, without the shutdown of the system and/or limitation on the number of users. The system shall have a means of “journaling” to insure that data is not lost from the time of the last backup to the time the system failure occurred	M	YES	A	
1013.20	The hosting vendor (SOM: “Contractor”) must provide documentation related to proposed technology design changes; that will be reviewed and approved by the DTMB Project Manager, or other appropriate SOM staff prior to implementation. SOM: Requirement 1013.20 should be changed as indicated.	M	YES	A	
1013.21	The hosting vendor must maintain and provide copies of a recommended Disaster Recovery Plan to the DTMB Project Manager within 15 days of the issuance of this contract. This plan is to be followed when the system becomes unusable.	M	YES	A	
1013.22	After the acceptance of the initial Disaster Recovery Plan by the SOM, the hosting vendor must review and update the Disaster Recovery Plan at a timeframe designated by the DTMB Project manager. The DTMB Project manager will approve the initial plan and each subsequent update.	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.23	At a minimum, the hosting vendor must conduct an annual Disaster Recovery Test that will adequately demonstrate the Contractor's ability to recover the application and data, transfer of operations to a recovery site and communicate with the SOM's IT staff. The vendor and SOM staff will be actively involved in executing the disaster recovery test.	M	YES	A	
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1013.24	If an outage outside of normal maintenance window is expected, the DTMB PM contact must be notified two weeks in advance once the vendor is aware of the requirement.	E	YES	A	
1013.25	If an unexpected outage occurs, the DTMB PM contact must be notified immediately after the outage has occurred.	M	YES	A	
1013.26	The system shall be capable of performing Data Integrity tests as part of normal maintenance and after restoration of data files.	E	YES	A	
<b>1014. Solution Integration</b>					
1014.1	System integration must support the following method(s): • API • Web Services • SOAP • ODBC • JDBC • Plug-Ins	E	YES	A	API –yes Web Services – yes SOAP – yes ODBC – and JDBC – no; since we are a web hosted system no direct ODBC or JDBC interface.
1014.3	An Application Programming Interface (API) must be supplied and supported for the following technologies: • .NET (standard)	E	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1014.5	Provide a method to import data from the following proprietary sources: • MDOC Offender Management software (via MDOC EMC Middleware solution)	M	YES	B	
1014.6	Connectivity to the following relational database(s) must be provided and supported: • (see section 1011.5) <b>SOM: This Applies to SOM-hosted solutions.</b>	E	Not applicable	O	Vendor-hosted solution
A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1014.7	The solution must be able to import and export data to and from the following external source(s): • Microsoft Office 2003, 2010 and 365 • MDOC Middleware solution	E	YES	B	
1014.8	The ability to export data in the following output formats must be available: • HTML • XML • Text file • .CSV File	E	YES	A	
<b>1015. System Administration and Licensing</b>					
1015.1	Software licensing must be inclusive for all packages included in the solution, unless explicitly listed and detailed.	E	Not applicable	O	Vendor-hosted solution
1015.2	Application/System documentation must provide access to FAQ and/or Support Information for frequent issues administrative staff may encounter.	E	YES	A	
1015.3	Documentation must indicate recommended staffing requirements to administer and support the system. <b>SOM: The Bidder's should respond to this requirement if the proposed system will require SOM staff to perform application or system administrative duties.</b>	E	Not applicable	O	As a vendor-hosted solution, we fully administer and support our solution internally
A	B	C	D	E	F





A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1015.4	For SOM-hosted solutions, documentation must provide backup/recovery information using the SOM Veritas solution, including information on hot/online backups. <b>SOM: For requirements that are not applicable to the Bidder's solution, Bidders should enter a response of "O" in Column E and enter "Not Applicable" in Column D. Bidder may also indicate "vendor-hosted solution" in Column F if desired.</b> For cloud-based software, the bidder should specify who the cloud provider is, where it is located, what type of security controls are implemented to protect data and any regulatory compliance (such as FISMA). Bidders should provide information regarding how their solution will provide redundancy, high-availability and disaster recovery capabilities.	E	Not applicable	O	Vendor-hosted solution
1015.5	A system maintenance window must be designed into the application which will allow the system to be taken off-line for updates, upgrades and maintenance.	E	YES	A	
1015.6	Documentation must describe how the system will be taken off-line for maintenance, updates and upgrades.	E	YES	A	
1015.6	Documentation must describe the level of effort and anticipated downtime for product upgrade installation.	E	YES	A	
1015.7	Documentation must provide the anticipated frequency and requirements of patches (releases, break-fix, 0-day), minor, and major releases.	E	YES	A	
1015.8	Documentation must provide information on certification/compatibility with OS patches, Service Pack, and upgrade paths.	E	YES	A	
1015.9	Documentation must address upgrade paths and procedures for each component/tier.	E	YES	A	
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1015.10	For SOM-hosted solutions, provide a complete configuration and set-up documentation library.	E	Not applicable	O	Vendor-hosted solution
1015.11	System documentation must clearly describe any special requirements (such as middleware, Operating System (OS), hardware, etc.) that could affect the capabilities or performance of the system.	E	YES	A	
1015.12	System documentation must clearly describe all critical factors in sizing or configuring the application (e.g., number of concurrent users, specific transaction volumes, number of products, number of layers in the product hierarchy, etc.).	E	YES	A	System documentation clearly describes all critical factors in sizing or configuring the application and will be provided on request
1015.13	The contractor shall provide the date of the next major release. All costs to configure and deploy a major release are at the contractor's expense	E	YES	A	.
1015.14	All upgrades, releases, and fixes shall be fully tested at the contractor site with a comparable system to the current MDOC environment at the contractor's expense	E	YES	A	
1015.15	All scheduled releases shall be made available to the MDOC within three months of the actual release date	E	YES	A	
<b>1016. System Performance</b>					
1016.1	The application must provide performance-optimization capabilities.	E	YES	A	
1016.3	The application must maintain optimum performance over both Wide Area Network (WAN) and Local Area Network (LAN). <b>SOM: Bidder must respond to both Requirement 1016.3 and 1016.4 in Attachment E.</b>	E	YES	A	It is completely dependent on the speed and performance of their local WAN and LAN however 3M EM applications maintains optimum performance over both Wide Area Network WAN) and Local Area Network (LAN).



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1016.4	The application must maintain optimum performance over Local Area Network (LAN). <b>SOM: Bidder must respond to both Requirement 1016.3 and 1016.4 in Attachment E.</b>	E	YES	A	It is completely dependent on the speed and performance of their LAN. 3M EM applications maintains optimum performance over Local Area Network (LAN).
1016.5	System documentation must clearly describe all versions of the package that are deployed for different scaling situations.	E	YES	A	
1016.6	System documentation must clearly describe any special requirements (such as middleware, Operating System (OS), hardware, etc.) that could affect the capabilities or performance of the system.	E	YES	A	
1016.7	SOM-hosted applications must integrate with the CA Unicenter for capacity and performance monitoring.	M	Not applicable	O	Vendor-hosted solution
1016.8	System documentation must clearly describe what support will be provided to the State for performance optimization activities.	E	YES	A	We have full-time DBA, IT, Network, and Security personnel who monitor all performance aspects of the system from the database and network to the front-end Web servers. Examples of monitoring would include running performance traces, setting up various alerts, etc. If performance metrics deviate from the established system benchmarks, and performance bottlenecks are detected, they are resolved in the timely manner. We also take measures to prevent potential performance problems by insuring regular database and server maintenance as well as optimization of the code for the performance.
1016.9	System documentation must clearly describe the type of caching, if any, the system employs.	E	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1016.11	System documentation must clearly describe all activities that affect optimum performance such as service recycling, rebooting, or batch jobs and their frequency.	E	YES	A	
1016.12	The system must meet performance benchmark times for: • Page refresh in under three seconds • Database query execution in under two seconds	E	YES	A	
<b>1017. Application Configuration Management – (PCI-DSS)</b>					
1017.1	All known security vulnerabilities must be addressed in accordance with industry-accepted system hardening standards. Industry-accepted standards include: • SysAdmin Audit Network Security (SANS) • National Institute of Standards Technology (NIST) • Center for Internet Security (CIS)	M	YES	A	
1017.2	Only one primary function can be implemented per server (i.e. web, database, domain, etc.).	E	YES	A	
1017.3	All unnecessary and unsecure services and protocols (those not directly needed to perform the device's specified function) are disabled.	M	YES	A	
1017.4	System security parameters must be configured to prevent misuse (see 17.1 for guidance).	M	YES	A	Please find <i>Attachment T</i> .
1017.5	All unnecessary functionality is removed, such as: • Scripts • Drivers • Features • Subsystems • File Systems • Unnecessary Web Servers	E	YES	A	
<b>19. Application Password Management - (PCI-DSS)</b>					
<b>SOM: Data security requirements apply regardless of whether it is vendor or SOM hosted. Bidders should read and respond to each requirement accordingly.</b>					
1019.1	Only SOM approved personnel may add, delete, or modify user IDs, credentials, and other identifier objects on systems	E	YES	A	
1019.2	A user's identity must be verified before performing a password reset.	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1019.3	First-time passwords must be set to a unique value for each user and each user change this initial password immediately upon first use.	M	YES	A	
1019.4	Access rights for any terminated user must be immediately revoked.	M	YES	A	
1019.5	Inactive user accounts must be removed or disabled at least every 90 days.	M	YES	A	
1019.6	All accounts used by vendors for remote maintenance must be enabled only during the time period needed and remain disabled otherwise. <b>SOM: This Applies to SOM-hosted solutions.</b>	M	Not applicable	O	Vendor-hosted solution
1019.7	<del>Password procedures and policies must be communicated to all users who have access to cardholder data.</del> <b>SOM: Please disregard Requirement 1019.7</b>	<del>M</del>	<del>Strike</del>	<del>Strike</del>	
1019.8	Group, shared, or generic accounts and passwords are prohibited.	M	YES	A	
1019.9	User passwords must be changed at least every 90 days.	M	YES	A	
1019.10	All passwords must have a minimum password length of at least eight (8) characters.	M	YES	A	
1019.11	At a minimum, all passwords must contain a mix of both numeric (0-9) and alphabetic (a-z, A-Z) characters. Optional non-alphanumeric characters (e.g. !\$#%) should be allowed.	M	YES	A	
1019.12	A new individual password for a specific user account must be different from any of the last four passwords for that user account.	M	YES	B	
1019.13	Repeated access attempts must be limited by locking out the user after three (3) consecutive unsuccessful attempts.	M	YES	B	Currently we lock out after 6 access attempts; however, we will change it to 3 for SOM.
1019.14	Upon lockout, the user must remain locked out until administrator re-enables the user ID.	M	YES	A	
1019.15	A user must re-enter his or her password to re-activate the session after more than 15 minutes of idle time.	M	YES	B	Currently a user must re-enter his or her password after 99 minutes of idle time, but this is customizable and we will change it to 15 minutes.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1019.17	A password cannot at any time be the same as a user ID.	M	YES	A	
<b>1020. COTS Software</b>					
<b>SOM:</b> For requirements that are not applicable to the Bidder's solution, Bidders should enter a response of "O" in Column E and enter "Not Applicable" in Column D. Bidder may also indicate "vendor-hosted solution" in Column F if desired.					
1020.1	Commercial Off The Shelf (COTS) third-party libraries included within the application must be owned and supportable by the State. Inclusion of any third-party code library or tool must be approved by the SOM Contract Manager or Project Manager. <b>SOM: This applies to SOM-hosted solutions.</b>	E	Not applicable	O	Vendor-hosted solution
1020.3	COTS software must have maintenance and support available from the developer, vendor or an approved 3 <sup>rd</sup> party. <b>SOM: This applies to SOM-hosted solutions.</b>	E	Not applicable	O	Vendor-hosted solution
1020.4	COTS software providers must make available for inspection the End User License Agreement (EULA) prior to purchase or contract signing. <b>SOM: This applies to all solutions.</b>	M	Not applicable	O	Vendor-hosted solution
1020.5	End User License Agreements (EULA) must be approved by DTMB Purchasing and DTMB Enterprise Project Management Office prior to purchase or contract signing. <b>SOM: This applies to all solutions.</b>	M	Not applicable	O	Vendor-hosted solution
1020.6	COTS software not already listed on the Enterprise Architecture Roadmaps must have an approved EA Solution Assessment completed prior to use or implementation. <b>SOM: This applies to all solutions.</b>	M	Not applicable	O	Vendor-hosted solution
<b>1021. Information Technology Network and Infrastructure</b>					
1021.1	The information technology network and infrastructure must conform with SOM Policy 1345.00 regarding "Network and Infrastructure": <a href="http://www.michigan.gov/documents/dmb/1345.00_282982_7.pdf">http://www.michigan.gov/documents/dmb/1345.00_282982_7.pdf</a>	M	YES	A	



A	B	C	D	E	F
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Bidder Response (Yes / No)	Bidder Response (A, B, C, D, E)	Bidder Comments
1021.2	The solution must contain values for projected capacity and special needs requirements covering all aspects of data transport & security across the information technology network and infrastructure.	M	YES	A	
1021.3	The solution must address projected capacity requirements for all aspects of the information technology network and infrastructure.	M	YES	A	
1021.4	The solution must conform with the SOM "DTMB State-wide Telecommunication Infrastructure Facility Standard": <a href="#">Telecom Infrastructure Facility Standard</a>	M	YES	A	
1021.5	The solution must conform with the SOM DTMB State-wide management process self-installed Managed Local Area Network (LAN) cabling, "1345.00.01 Self-installed Managed LAN Cabling Standard": <a href="http://www.michigan.gov/dmb/0,4568,7-150-56355_56579_56755---,00.html">http://www.michigan.gov/dmb/0,4568,7-150-56355_56579_56755---,00.html</a>	M	Not applicable	O	



### **ATTACHMENT F – COST TABLES**

The Contractor will provide the electronic monitoring hardware and the monitoring support software at the cost listed herein.

The State will initially purchase 4900 one-piece GPS (WMTD) tracking devices and 100 two-piece GPS (XT) tracking devices. The Contractor will provide the State with 200 Beacons (free of charge) to be used with the one-piece GPS (WMTD). The delivery of the 3400 one-piece GPS (WMTD) tracking devices, 100 two-piece GPS (XT) tracking devices as well as 140 Beacons will be received by MDOC no later than 9/1/2014. The remaining equipment hardware will be delivered to MDOC no later than 11/1/14.

The State anticipates that 450 one-piece GPS (WMTD) tracking devices and 10 two-piece GPS (XT) tracking devices may be procured each year, excluding the first year, to support replacements.

If the State determines at any time during the Contract term that a leasing option is the best value for the State, the Contractor will offer such leasing options at the cost listed herein. The State reserves the right to purchase/lease other monitoring equipment and support provided by the Contractor as deemed necessary by the State.

The State reserves the right to purchase/lease additional equipment.

The State makes no guarantee nor is committed to purchase/lease any and all devices or support listed herein.

### **ESTIMATED TOTAL CONTRACT COST**

Device	Year	Equipment Total	Monitoring Total
<b>One-piece GPS (WMTD) Includes 1 year warranty</b>	Year 1	<b>\$2,680,300</b> (\$547.00 x 4900 units)	<b>\$306,600.00</b> (\$ .20 x 4200 units x 365 days)
<b>One-piece GPS (WMTD)</b>	Year 2	<b>\$180,000.00</b> (\$400.00 x 450 units)	<b>\$306,600.00</b> (\$ .20 x 4200 units x 365 days)
<b>1 year warranty</b>	Year 2	<b>\$667,500.00</b> (\$150.00 x 4450 units)	
<b>One-piece GPS (WMTD)</b>	Year 3	<b>\$180,000.00</b> (\$400.00 x 450 units)	<b>\$306,600.00</b> (\$ .20 x 4200 units x 365 days)
<b>1 year warranty</b>	Year 3	<b>\$667,500.00</b> (\$150.00 x 4450 units)	
<b>One-piece GPS (WMTD)</b>	Year 4	<b>\$180,000.00</b> (\$400.00 x 450 units)	<b>\$306,600.00</b> (\$ .20 x 4200 units x 365 days)
<b>1 year warranty</b>	Year 4	<b>\$667,500.00</b> (\$150.00 x 4450 units)	
<b>One-piece GPS (WMTD)</b>	Year 5	<b>\$180,000.00</b> (\$400.00 x 450 units)	<b>\$306,600.00</b> (\$ .20 x 4200 units x 365 days)
<b>1 year warranty</b>	Year 5	<b>\$667,500.00</b> (\$150.00 x 4450 units)	
<b>Sub-total</b>		<b>\$6,070,300.00</b>	<b>\$1,533,000.00</b>
<b>5 Year Estimated Purchase Total – One-piece GPS (WMTD)</b>		<b>\$7,603,300.00</b>	
Device	Year	Equipment Total	Monitoring Total
<b>Two-piece GPS (XT) Includes 1 year warranty</b>	Year 1	<b>\$86,400.00</b> (\$864.00 x 100 units)	<b>\$7,300.00</b> (\$ .20 x 100 units x 365 days)





Two-piece GPS (XT) Base Unit Includes 1 year warranty	Year 1	\$47,500.00 (\$475.00 x 100 units)	
Two-piece GPS (XT)	Year 2	\$6,440.00 (\$644.00 x 10 units)	<b>\$7,300.00</b> (\$ .20 x 100 units x 365 days)
Two-piece GPS (XT) 1 year warranty	Year 2	\$18,000.00 (\$200.00 x 90 units)	
Two-piece GPS (XT) Base Unit	Year 2	\$4,750.00 (\$475.00 x 10 units)	
Two-piece GPS (XT) Base 1 year warranty	Year 2	\$6,750.00 (\$75.00 x 90 units)	
Two-piece GPS (XT)	Year 3	\$6,440.00 (\$644.00 x 10 units)	<b>\$7,300.00</b> (\$ .20 x 100 units x 365 days)
Two-piece GPS (XT) 1 year warranty	Year 3	\$18,000.00 (\$200.00 x 90 units)	
Two-piece GPS (XT) Base Unit		\$4,750.00 (\$475.00 x 10 units)	
Two-piece GPS (XT) Base 1 year warranty	Year 3	\$6,750.00 (\$75.00 x 90 units)	
Two-piece GPS (XT)	Year 4	\$6,440.00 (\$644.00 x 10 units)	<b>\$7,300.00</b> (\$ .20 x 100 units x 365 days)
Two-piece GPS (XT) 1 year warranty		\$18,000.00 (\$200.00 x 90 units)	
Two-piece GPS (XT) Base Unit	Year 4	\$4,750.00 (\$475.00 x 10 units)	
Two-piece GPS (XT) Base 1 year warranty	Year 4	\$6,750.00 (\$75.00 x 90 units)	
Two-piece GPS (XT)	Year 5	\$6,440.00 (\$644.00 x 10 units)	<b>\$7,300.00</b> (\$ .20 x 100 units x 365 days)
Two-piece GPS (XT) 1 year warranty		\$18,000.00 (\$200.00 x 90 units)	
Two-piece GPS (XT) Base Unit	Year 5	\$4,750.00 (\$475.00 x 10 units)	
Two-piece GPS (XT) Base 1 year warranty	Year 5	\$6,750.00 (\$75.00 x 90 units)	
<b>Sub-total</b>		<b>\$277,660.00</b>	<b>\$36,500.00</b>
<b>5 Year Estimated Purchase Total – Two-piece GPS (XT)</b>		<b>\$314,160.00</b>	
<b>GRAND TOTAL CONTRACT ESTIMATED COST</b>		<b>\$7,917,460.00</b>	

### Global Positioning Cost Tables

Option A: Purchase

#### Equipment Information

Purchase Quantity	Device manufacturer, model number*	Purchase Price per Unit	Daily Monitoring Fee – Active GPS**			Replacement cost for lost or damaged devices
As needed	Manufacturer: 3M Model: one-piece GPS (WMTD)  Included in the kit: One-Piece GPS	\$547	\$0.20			\$400



	(WMTD) (1) Power adapter (1) Pin Trays (2) Tamper plugs (2) Strap (1)					
As needed	Manufacturer: 3M Model: Two-piece GPS (XT)  Included in the kit: Two-Piece GPS (XT) (1) Two way transceiver (1) Soft case for two- piece GPS (1) Power adapter for two-piece GPS (1) Pin Trays (2) Tamper plugs (2) Strap (1)	\$864	\$0.20			\$644
As Needed	Manufacturer: 3M Model: Next Generation one- piece GPS (Gen 4)  Included in the kit: One-Piece GPS (1) Power adapter (1) Pin Trays (2) Tamper plugs (2) Strap (1)	\$547	\$0.20	\$0.20	\$0.20	\$400

Replacement consumables for the products listed above are to be at no cost to the MDOC. This includes, but is not limited to, the following: batteries, straps, retaining clips, tamper clips, screws, faceplate kits, ankle bracelet, telephone cords, power cord, tools necessary for the installation, maintenance and/or removal of the device.

\* List all components and consumables that are included in the purchase of one of these devices.

\*\* Daily Monitoring Fee shall only be assessed on those devices that have been assigned to an offender. These fees shall not be assessed for devices that are awaiting use.

#### Additional Items

List any additional items that the MDOC would be responsible to purchase in order for the device to operate as specified or necessary under certain situations in the offender home such as no landline telephone service.

Quantity	Description	Purchase Price Per Unit
As needed (Optional)	Extra transceiver (BTX) kit	-N/C
As needed (Optional)	Extended warranty package (one-piece GPS (WMTD)) per year after year one (first year is covered under basic warranty)	\$150
As needed (Optional)	Extended warranty package (Two-piece GPS (XT)) per year after year one (first year is covered under basic warranty)	\$200
As needed (Optional)	Extended warranty package (Base Unit for Two-piece GPS (XT)) per year after year one (first year is covered under basic warranty)	\$75
As needed (Optional)	Extended warranty package (Home beacon for one-piece GPS (WMTD)) per year after year one (first year is covered under basic warranty)	\$30



As needed (Optional)	Manufacturer: 3M Model: Home beacon for one-piece GPS (WMTD)  Included in the kit: Home beacon for one-piece GPS (WMTD)	\$175
As needed (optional)	Manufacturer: 3M Model: Data Charger for one-piece GPS (WMTD)	\$250
As needed (Optional)	Manufacturer: 3M Model: Base Unit BU 2000 for Two-piece GPS (XT)  Included in the kit: Base Unit BU 2000 for Two-piece GPS (XT) (1) Power supply 12V 2A (1) Phone Cable (1)	\$475

Option B: Lease

Equipment Information

Lease Quantity	Device manufacturer, model number*	Lease Price per Unit	Daily Monitoring Fee – Active GPS**			Replacement cost for lost or damaged devices
As needed	Manufacturer: 3M Model: one-piece GPS (WMTD)  Included in the kit: One-Piece GPS (WMTD) (1) Power adapter (1) Pin Trays (2) Tamper plugs (2) Strap (1)	\$0.10	\$2.90			\$400
As needed	Manufacturer: 3M Model: Two-piece GPS (XT)  Included in the kit: Two-Piece GPS (XT) (1) Two way transceiver (1) Soft case for two-piece GPS (1) Power adapter for two-piece GPS (1) Pin Trays (2) Tamper plugs (2) Strap (1)	\$0.10	\$4.10			\$644
As Needed	Manufacturer: 3M Model: Next Generation one-piece GPS (Gen 4)  Included in the kit: One-Piece GPS (1) Power adapter (1) Pin Trays (2) Tamper plugs (2) Strap (1)	\$.10	\$2.90			\$400



Replacement consumables for the products listed above are to be at no cost to the MDOC. This includes but not limited to the following: batteries, straps, retaining clips, tamper clips, screws, faceplate kits, ankle bracelet, telephone cords, power cord, tools necessary for the installation, maintenance and/or removal of the device.

\* List all components and consumables that are included in the purchase of one of these devices.

\*\* Daily Monitoring Fee shall only be assessed on those devices that have been assigned to an offender. These fees shall not be assessed for devices that are awaiting use.

### Additional Items

Please list any additional items that the SOM would be responsible for purchasing in order for the device to operate as specified or necessary under certain situations in the offender home such as no landline telephone service.

Quantity	Description	Lease Price Per Unit
As needed (Optional)	Extra transceiver (BTX) kit	Included in daily rate above
As needed (Optional)	Extended warranty package (one-piece GPS (WMTD)) per year after year one (first year is covered under basic warranty)	Included in daily rate above
As needed (Optional)	Extended warranty package (Two-piece GPS (XT)) per year after year one (first year is covered under basic warranty)	Included in daily rate above
As needed (Optional)	Extended warranty package (Base Unit for Two-piece GPS (XT)) per year after year one (first year is covered under basic warranty)	Included in daily rate above
As needed (Optional)	Extended warranty package (Home beacon for one-piece GPS (WMTD)) per year after year one (first year is covered under basic warranty)	Included in daily rate above
As needed (Optional)	Manufacturer: 3M Model: Home beacon for one-piece GPS (WMTD)  Included in the kit: Home beacon for one-piece GPS (WMTD)	\$0.25
As needed (optional)	Manufacturer: 3M Model: Data Charger for one-piece GPS (WMTD)	\$0.25
As needed (Optional)	Manufacturer: 3M Model: Base Unit BU 2000 for Two-piece GPS (XT)  Included in the kit: Base Unit BU 2000 for Two-piece GPS (XT) (1) Power supply 12V 2A (1) Phone Cable (1)	\$0.25



### Curfew Monitoring Cost Tables

Option A: Purchase

#### Equipment Information

Purchase Quantity	Device manufacturer, model number*	Purchase Price per Unit	Daily Monitoring Fee**	Replacement cost for lost or damaged devices
As needed	Manufacturer: 3M Model: 3M Home Curfew RF (DCU) Landline  Included in the kit: Home Curfew (DCU) landline unit (1) Transmitter TXS (1) Straps for TXS (2) Plastic Lock Clip for TXS (2) Soft Case for DCU kit (1) Power Supply 12V 1A (1) Phone Cable (1)	\$596.05	\$0.20	\$453
As needed	Manufacturer: 3M Model: 3M Home Curfew RF (DCU) Cellular  Included in the kit: Home Curfew (DCU) cellular unit (1) Transmitter TXS (1) Straps for TXS (2) Plastic Lock Clip for TXS (2) Soft Case for DCU kit (1) Power Supply 12V 2A (1) Handset (1) Telephone cable for handset (1)	\$681.50	\$0.20	\$552
As needed	Manufacturer: 3M Model: Mobile monitoring unit  Included in the kit: Mobile monitoring unit (1) Soft case Pouch for mobile unit (1) Power charger (1) Car charger (1)	\$924	\$0.00 (no daily fee)	\$485

Replacement consumables for the products listed above are to be at no cost to the MDOC. This includes, but is not limited to, the following: batteries, straps, retaining clips, tamper clips, screws, faceplate kits, ankle bracelet, telephone cords, power cord, tools necessary for the installation, maintenance and/or removal of the device.

\* List all components and consumables that are included in the purchase of one of these devices.

\*\* Daily Monitoring Fee shall only be assessed on those devices that have been assigned to an offender. These fees shall not be assessed for devices that are awaiting use.

#### Additional Items

List any additional items that the MDOC would be responsible to purchase in order for the device to operate as specified or necessary under certain situations in the offender home such as no landline telephone service.



Quantity	Description	Purchase Price Per Unit
As needed (Optional)	Extra transmitter (TXS)	N/C
As needed (Optional)	Extended warranty package (RF Landline) per year after year one (first year is covered under basic warranty)	\$150
As needed (Optional)	Extended warranty package (RF Cellular) per year after year one (first year is covered under basic warranty)	\$150
As needed (Optional)	Extended warranty package (Mobile unit) per year after year one (first year is covered under basic warranty)	\$50

## Option B: Lease

Equipment Information

Lease Quantity	Device manufacturer, model number*	Lease Price per Unit	Daily Monitoring Fee**	Replacement cost for lost or damaged devices
As needed	Manufacturer: 3M Model: 3M Home Curfew RF (DCU) Landline  Included in the kit: Home Curfew (DCU) landline unit (1) Transmitter TXS (1) Straps for TXS (2) Plastic Lock Clip for TXS (2) Soft Case for DCU kit (1) Power Supply 12V 1A (1) Phone Cable (1)  All new equipment	\$0.10	\$1.65	\$453
As needed	Manufacturer: 3M Model: 3M Home Curfew RF (DCU) Cellular  Included in the kit: Home Curfew (DCU) cellular unit (1) Transmitter TXS (1) Straps for TXS (2) Plastic Lock Clip for TXS (2) Soft Case for DCU kit (1) Power Supply 12V 2A (1) Handset (1) Telephone cable for handset (1)	\$0.10	\$1.00	\$552
As needed	Manufacturer: 3M Model: Mobile monitoring unit  Included in the kit: Mobile monitoring unit (1) Soft Case Pouch for mobile unit (1) Power charger (1)	\$1.00	No additional charge	\$485



	Car charger (1)			

Replacement consumables for the products listed above are to be at no cost to the MDOC. This includes but not limited to the following: batteries, straps, retaining clips, tamper clips, screws, faceplate kits, ankle bracelet, telephone cords, power cord, tools necessary for the installation, maintenance and/or removal of the device.

\* List all components and consumables that are included in the purchase of one of these devices.

\*\* Daily Monitoring Fee shall only be assessed on those devices that have been assigned to an offender. These fees shall not be assessed for devices that are awaiting use.

### Additional Items

Please list any additional items that the SOM would be responsible for purchasing in order for the device to operate as specified or necessary under certain situations in the offender home such as no landline telephone service.

Quantity	Description	Lease Price Per Unit
As needed (Optional)	Extra transmitter (TXS) kit	Included in daily rate above
As needed (Optional)	Extended warranty package (RF Landline) per year after year one (first year is covered under basic warranty)	Included in daily rate above
As needed (Optional)	Extended warranty package (RF Cellular) per year after year one (first year is covered under basic warranty)	Included in daily rate above
As needed (Optional)	Extended warranty package (Mobile unit) per year after year one (first year is covered under basic warranty)	Included in daily rate above



**ATTACHMENT G – Resume Template**

<b>Proposed Resource Name:</b>	Edward Callejas
<b>Proposed Classification:</b>	Regional Manager
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor, provide name of company:</b>	N/A
<b>Percentage of time resource will be allocated to project:</b>	80%

**Contractor:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

Required Skills	Contractor's Response
<i>5 years of experience managing application development and implementation projects of similar size and scope of this RFP.</i>	<p><b>Does resource have this required skill?:</b> Yes X or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> Contract and Program</p> <p>Eddie was part of the initial Michigan Department of Corrections GPS implementation in 2008. He would assist on training; ensuring equipment was delivered on time, and assisted lead agents in analyzing GPS data. Since then, Eddie has been a big instrumental part of assisting other projects similar in size throughout the nation. Currently Eddie serves as a Regional Manager overseeing many new program implementations to ensure a smooth transition and delivering customer satisfaction. Eddie also oversees special projects that originate from the request of the customer to ensure their needs are being met. Eddie has 7 years of experience in managing large state contract programs that have had much success in utilizing electronic monitoring.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b> March 2006 - Present</p>
<i>2 years of experience in managing a project using the vendor's proposed solution.</i>	<p><b>Does resource have this required skill?:</b> Yes X or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b> Eddie has 7 years of experience in the electronic monitoring field. Eddie joined 3M Electronic Monitoring in 2006 as an Account Manager, responsible for the daily service and support of assigned accounts. With his excellent organization skills and fast response times contributed to his superior customer service feedback and popularity with agency personnel</p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p>
<i>Education: Minimum 32 semester credit hours in an IT related field.</i>	<p><b>Does resource have this required skill?:</b> Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Associate of Arts from ITT Technical Institute – Computer Networking (2002 – 2004) Classes taken:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Network Technology and Service Integration</li> <li><input type="checkbox"/> Network Development Capstone Project</li> <li><input type="checkbox"/> Professional Procedures and Portfolio Development</li> <li><input type="checkbox"/> Computer Architecture</li> <li><input type="checkbox"/> Introduction to Information Technology</li> </ul>





	<input type="checkbox"/> Needs Assessment and Project Planning <input type="checkbox"/> Microsoft Desktop Operating Systems <input type="checkbox"/> Microsoft Network Operating Systems II <input type="checkbox"/> Visual Basic and Gui Applications <input type="checkbox"/> Linux Operating Systems <input type="checkbox"/> Novell Naware <input type="checkbox"/> WAN Technology and Application <input type="checkbox"/> Database Development <input type="checkbox"/> Network Systems Management
<i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i>	<b>Does resource have this required skill?:</b> Yes <input type="checkbox"/> or No <input type="checkbox"/> <i>If yes, provide copy of certification or verification of work experience.</i> See Courses Taken and Report Card Attachments

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each.

Start Date: January 2007	End Date: Present
Client/Project: Michigan Department of Corrections	
Employer: 3M Electronic Monitoring, Inc.	
Title/Percentage of time: Account Manager/40%	
Description: Assisted on Account Management and Training Implementation for Michigan Department of Corrections. Eddie also oversees special projects that are from the request of the customer	

Start Date: April 2012	End Date: Present
Client/Project: Massachusetts Office of the Commissioner of Probation	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: 40%	
Description: New contract implementation and roll out. Responsible for program and account management	

Start Date: January 2007	End Date: January 2009
Client/Project: North Carolina Department of Corrections	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: 100%	
Description: New contract implementation and roll out. Responsible for program and account management	

## EDUCATION

Education		
Degree (i.e., Ph.D., Masters, Bachelor's)	Bachelors of Science	Year Completed: 2001
Program	Major(s) area of study: Exercise Science	Minor area of study: N/A
University	University of South Florida	

Additional		
Degree (i.e., Ph.D., Masters, Bachelor's)	Masters of Business Administration	Year Completed: 2005
Program	Major(s) area of study: Business Administrations	Minor area of study: N/A
University	Nova Southeastern University	



**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	Recognizing Conflict of Interest
Topic	Understanding conflict of interest and how to resolve any issues.
Date taken	July 11, 2012

Certifications/Affiliatio	
Name	Code of Conduct Certification
Topic/Description	The purpose of the course is to ensure employees are collectively committed to do
Date completed	February 28, 2013

The Contractor has submitted a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



<b>Proposed Resource Name:</b>	William Frederick
<b>Proposed Classification:</b>	Director, Global Hardware Development
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor, provide name of company:</b>	N/A
<b>Percentage of time resource will be allocated to project:</b>	2%

**Contractor:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

Required Skills	Contractor's Response
5 years of experience managing application development and implementation projects of similar size and scope of this RFP.	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b></p> <ul style="list-style-type: none"> <li>Bill is a graduate of the University of Wisconsin, Parkside and holds a Bachelor's of Science degree in Applied Science and Technology and Mathematics.</li> <li>After graduating from college, Bill worked at Eaton Corporation in Kenosha Wisconsin as an Electrical Engineer and later as the Manager of Software Development.</li> <li>Bill joined 3M Electronic Monitoring in February, 2001 as the Manager of Embedded Software Development where he oversaw all of the embedded software for all of the devices. He was later made Director of Engineering where he oversaw all engineering activities for the US operation.</li> <li>Bill was recently promoted to Director, Global Hardware Development managing a team comprised of electrical, mechanical, RF, antenna design, and test engineers and is responsible for all aspects of new product design, development, and deployment.</li> </ul> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <ul style="list-style-type: none"> <li>Development- Miniature Tracking Device (MTD) Two Piece: 2004</li> <li>Development- Base Unit for MTD (MCS): 2004</li> <li>Development – Wearable Miniature Tracking Device (WMTD) One Piece: 2008</li> <li>Development- Data Charger for WMTD: 2009</li> <li>Development – Next Generation MTD (XT) Two Piece: 2010</li> <li>Development-Base Unit for XT (BU 2000): 2010</li> <li>Development- Next Generation WMTD (Gen 3.9) One Piece for UK: 2013</li> </ul>
2 years of experience in managing a project using the vendor's proposed solution.	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>With having over 12 years experience with 3M Electronic Monitoring, Bill has had multiple experiences managing projects.</p> <p><b>Description of skills and experience:</b></p> <p>Bill is a critical member of the Research and Development Team overseeing the enhancement, modification and creation of new</p>



	<p>products. Bill possesses a multitude of skills that have led to his success within this industry:</p> <ul style="list-style-type: none"> <li>Technical product knowledge and understanding, Intellectual abilities, practical skills, utilize information technology effectively, manage resources and time, work in a multi-disciplinary team environment, design process creativity, analytical in the formulation and solutions of problems, innovative, in the solution of engineering problems, self-motivated with a high level of attention to detail.</li> </ul> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <ul style="list-style-type: none"> <li><i>Development- Miniature Tracking Device (MTD) Two Piece: 2004</i></li> <li><i>Development- Base Unit for MTD (MCS): 2004</i></li> <li><i>Development – Wearable Miniature Tracking Device (WMTD) One Piece: 2008</i></li> <li><i>Development- Data Charger for WMTD: 2009</i></li> <li><i>Development – Next Generation MTD (XT) Two Piece: 2010</i></li> <li><i>Development- Base Unit for XT (BU 2000): 2010</i></li> <li><i>Development- Next Generation WMTD (Gen 3.9) One Piece for UK: 2013</i></li> </ul>
<i>Education: Minimum 32 semester credit hours in an IT related field.</i>	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b>  Bill graduated from the University of Wisconsin, Parkside with a Bachelor's Degree in Applied Science and Technology.</p>
<i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i>	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b>  Bill has well over 5 years of technical experience just within his career with 3M Electronic Monitoring.</p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each.

Start Date: 2013	End Date: Present
Client/Project: Michigan Department of Corrections/Champion Representative for R & D	
Employer: 3M Electronic Monitoring, Inc.	
Title/Percentage of time: Champion/2%	
Description: Oversee the Research and Development opportunities related to the products utilized by the Michigan Department of Corrections program ensuring contract compliance and customer satisfaction. Attend quarterly performance meetings with customer to discuss performance measures, and discuss project request to enhance customers EM experience with our product offerings.	

Start Date: 2013	End Date: 2013
Client/Project: Michigan Department of Corrections / In Charge Rule Grace Period Modification	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: Champion / 1%	
Description: Oversee the Research and Development initiatives to provide the customer the ability to grant a grace period to the beginning and end of the In-Charger rule. This project is estimated to reduce the number of In-Charger alerts generated as a result of an offender leaving their home a few minutes early, by 25-45%, resulting in saving man-hours, labor, and cost to the MI DOC.	



Start Date: 2013	End Date: 2013
Client/Project: Michigan Department of Corrections / XT-SBU Bracelet Range Settings	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: Champion / 1%	
Description: Oversee the Research and Development initiatives to provide the ability for bracelet range settings to be set within the base unit by the XT controlling the parameters and downloading the information. Parameters will be updated each time the XT is placed in the Base unit; thus eliminating the need for the base unit to be connected to a phone line.	

## EDUCATION

Education		
Degree (i.e., Ph.D., Masters, Bachelor's)	Bachelor's of Science	Year Completed: 1973
Program	Major(s) area of study: Applied Science and Technology,	Minor area of study: Physics
University	University of Wisconsin, Parkside	

Additional Education		
Degree (i.e., Ph.D., Masters,	N/A	Year Completed:
Program	Major(s) area of study:	Minor area of study:
University		

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	Leading for Performance and Accountability Training
Topic	Training for managers and supervisors focused on effective leadership, people management, and employee engagement.
Date taken	2013

Technical or Professional Training	
Course Name	N/A
Topic	
Date taken	

Certifications/Affiliatio	
Name	N/A
TopiciDescription	
Date completed	

The Contractor has submitted a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



<b>Proposed Resource Name:</b>	Dan Loeffert
<b>Proposed Classification:</b>	On-site Account Manager and single point of contact
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor, provide name of company:</b>	N/A
<b>Percentage of time resource will be allocated to project:</b>	100%

**Contractor:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

Required Skills	Contractor's Response
5 years of experience managing application development and implementation projects of similar size and scope of this RFP.	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b>            Dan has over 20 years of customer service and management experience in digital technologies. He has managed hundreds of digital PBX installations, data wiring installations, as well as fiber optic networks and installations in his career. His experience includes responsibility for the GTE statewide sales organization in Michigan (telecommunications and data wiring) and for a Verizon Wireless sales team in Tennessee. In addition, during his tenure with Comcast Communications, Dan led the implementation of Cable Telecommunications projects for network customers.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b>  <i>Communications Center Supervisor, U.S. Air Force - 4 years.</i>  <i>Sales/Data Manager, GTE Corporation, Michigan - 14 years. Received 15 awards, including:</i> <ul style="list-style-type: none"> <li>o 1998: GTE President's Award</li> <li>o 1993: GTE National Sales Manager of the Year</li> <li>o 1992, 1993, 1994: GTE Winners Circle</li> <li>o 1990, 1991, 1995: GTE Circle 100</li> <li>o 1993, 1994, 1995: GTE Leasing Coach of the Year</li> </ul> <i>2001, 2002: Verizon Champion Club</i>  <i>Verizon wireless 2000-2004</i>  <i>Comcast Communications 2007-2008</i></p>
2 years of experience in managing a project using the vendor's proposed solution.	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b>            In his most recent role as the dedicated account manager for the Michigan DOC's GPS Electronic Monitoring Program, Dan has managed every aspect of supporting the program and acting as the liaison between the DOC's program management and 3M. His service delivery includes managing inventory levels, providing location documentation and subpoena response upon request, training staff, working with law enforcement agencies that request access to the MI DOC data base,</p>



	<p>introducing new equipment, coordinating firmware updates, and creating several new reports requested by the DOC, as well as implementing enhancements to the equipment and software.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b> Michigan Department of Corrections, January, 2010 to present.</p>
<i>Education: Minimum 32 semester credit hours in an IT related field.</i>	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b> Dan's Bachelor's degree is in Business Administration, however, he acquired broad technical training through his work experience and development training over the course of a substantive career in the digital technologies industry. His post-Bachelor training includes TCP/IP protocol training, data wiring, fiber optics, Frame Relay, dedicated high speed circuits, and data transmission within the cellular data network, and coaxial data transmission within the cable TV network.</p>
<i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i>	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b> Dan was responsible for understanding and selling Microsoft and Cisco IT certifications, and all related software certifications (Windows, Excel, PowerPoint, Outlook, Word} when working for New Horizons Computer Learning Company from November, 2005 to September, 2006.</p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each.

Start Date: 1-10-2010	End Date: Present
Client/Project: Michigan Department of Corrections	
Employer: 3M Electronic Monitoring, Inc.	
Title/Percentage of time: Account Manager/10%	
Description: Responsible for managing the Michigan Department of Corrections program and account	

Start Date: 3-24-1978	End Date: 3-24-2004
Client/Project: Michigan Business Customers	
Employer: GTE	
Title/Percentage of time: State Sales Manager	
Description: Responsible for statewide telecommunications and data sales and implementation	

Start Date: 5-15-2000	End Date: 3-24-2004
Client/Project: Middle Tennessee Business Customers	
Employer: Verizon Wireless	
Title/Percentage of time: Regional Sales Manager	
Description: Responsible for sales of cellular and data plans	

## EDUCATION

Education		
Degree :Bachelor		Year Completed: 1976
Program :Business Administration	Major(s) area of study: Marketing	Minor area of study: N/A
University	The Ohio State University	



### Additional Education

Degree (i.e., Ph.D., Masters,		Year Completed:
Program	Major(s) area of study:	Minor area of study:
University		

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

### Technical or Professional Training

Course Name	Many various technical training courses
Topic	Dan has received vast post-graduate technical training through professional development opportunities over the course of a substantive career in digital technologies with major providers. His post-Bachelor training includes TCP/IP protocol training, data wiring, fiber optics, Frame Relay, dedicated high speed circuits, data transmission within the cellular data network, and coaxial data
Date taken	

### Certifications/Affiliatio

Name	N/A
TopicDescription	
Date completed	

The Contractor has submitted a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.





<b>Proposed Resource Name:</b>	David Segal
<b>Proposed Classification:</b>	Co-Founder & Vice President of Global R&D
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor, provide name of company:</b>	N/A
<b>Percentage of time resource will be allocated to project:</b>	10-20% at contract implementation, and during transition period. Will continue 5-10% oversight as needed on an ongoing basis for the platform.

**Contractor:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

Required Skills	Contractor's Response
5 years of experience managing application development and implementation projects of similar size and scope of this RFP.	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b>  Years with firm: 18  Education: Bachelor of Science, Electrical Engineering, USF  Experience:  • CIRCUIT DESIGN ENGINEER, TEXAS INSTRUMENTS  – Designed advanced, low-power Schottky differential line drivers  • ENGINEER, GENERAL DATACOM  – Developed active analog and switched-capacitor filter designs  – Produced several RS-422 applications for data acquisition  • DESIGN ENGINEER, PARADYNE CORPORATION  – Designed hardware and software for telecommunication diagnostic tools  • SENIOR DESIGN &amp; DEVELOPMENT ENGINEER, HONEYWELL CORPORATION  – Designed advanced microelectronics with Top Secret security clearance  – Developed an imaging database application using video compression and acceleration technology to support classified hardware/software  • DIRECTOR, NEW PRODUCT DEVELOPMENT, ENVOY CORP.  – Developed transaction-processing software comprised of more than 100 custom applications designed to process &gt;700,000 real-time claims per month  – Developed the American Dental Association's first electronic dental claim management package  • 1995: CO-FOUNDER &amp; VICE PRESIDENT OF SOF1WARE DEVELOPMENT, PRO TECH MONITORING, INC./ 3M ELECTRONIC MONITORING  – Played key role in the hiring process of two CEOs and CFOs  – Deployed the World's first portable tracking device for offender monitoring, incorporating embedded software design, GPS, wireless communications, RF receiver digital signal processing,</p>



	<p>data encryption, user interface, and diagnostics Designed and managed Pro Tech's Data Center and the redundant backup Data Center-a 365-day, 24-hour archive operation</p> <ul style="list-style-type: none"> <li>– Developed/managed more than 100 applications and web products for Pro Tech's Data Center and its redundant site, supporting over five million transactions per day</li> <li>– Has been awarded five U.S. Patents</li> <li>–Named 2009 CIO of The Year by Tampa Bay Technology Forum</li> <li>– Manages the development of all software applications for the Call Center, custom manufacturing, testing, embedded firmware, and Internet security both in the United States and Tel Aviv, Israel.</li> <li>– Leads engineering projects, specifications, personnel, schedules, &amp; budgets.</li> </ul> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <ul style="list-style-type: none"> <li>• Development of Miniature Tracking Device (MTD): 2004</li> <li>• Development- Base Unit for MTD (MCS): 2004</li> <li>• Development- Wearable Miniature Tracking Device (WMTD) One Piece: 2008</li> <li>• Development- Data Charger for WMTD: 2008</li> <li>• Development- Next Generation WMTD (XT) Two Piece- 2010</li> <li>• Development- Base Unit for XT (BU 2000): 2010</li> <li>• Development- Next Generation WMTD (Gen 3.9) One Piece for UK: 2013</li> </ul>
2 years of experience in managing a project using the vendor's proposed solution.	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Description of skills and experience:</b> 18 years with the firm, countless projects managed as VP.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <ul style="list-style-type: none"> <li>• Development of Miniature Tracking Device (MTD): 2004</li> <li>• Development- Base Unit for MTD (MCS): 2004</li> <li>• Development- Wearable Miniature Tracking Device (WMTD) One Piece: 2008</li> <li>• Development- Data Charger for WMTD: 2008</li> <li>• Development- Next Generation WMTD (XT) Two Piece- 2010</li> <li>• Development- Base Unit for XT (BU 2000): 2010</li> <li>• Development- Next Generation WMTD (Gen 3.9) One Piece for UK: 2013</li> </ul>
Education: Minimum 32 semester credit hours in an IT related field.	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b> Bachelors of Science, Electrical Engineering University of South Florida</p>
Certification: IT Professional certification or 5 years of technical experience within an IT related field.	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b> 18 years in field of Electronic Monitoring. Co-Founded Pro Tech Monitoring with expertise in Software Development.</p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By



submission of this information, the contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each.

Start Date: April 2011	End Date: Present
Client/Project: Michigan Department of Corrections- Contact: Joe Jackson - Chief Probation Officer	
Employer: 3M Electronic Monitoring, Inc.	
Title/Percentage of time: Technical Champion 10-20%	
Description: Oversee the Research and Development related to the products utilized by the Massachusetts Department of Corrections program, ensuring contract compliance and customer satisfaction	

Start Date: 1997	End Date: Present
Client/Project: Florida DOC- Contact: Brian Futch	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: Technical Champion 10-20%	
Description: Oversee the Research and Development related to the products utilized by the Florida Department of Corrections program, ensuring contract compliance and customer satisfaction.	

Start Date: 2008	End Date: Present
Client/Project: Oklahoma-DOC- Contact: Ann Toyer	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: Technical Champion 10-20%	
Description: Oversees the Research and Development related to the products utilized by the Oklahoma	

## EDUCATION

Education		
Degree (i.e., Ph.D., Masters,	Bachelor of Science	Year Completed: 1984
Program	Major(s) area of study: Electrical Engineering	Minor area of study:
University	University of South Florida	

Additional Education		
Degree (i.e., Ph.D., Masters,	n/a	Year Completed:
Program	Major(s) area of study:	Minor area of study:
University		

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	Leader and Performance Accountability (LPA) Training
Topic	Training for managers and supervisors focused on effective leadership, people management and employee engagement.

The Contractor has submitted a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



<b>Proposed Resource Name:</b>	Joshua Shepard
<b>Proposed Classification:</b>	Sales Manager
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor, provide name of company:</b>	N/A
<b>Percentage of time resource will be allocated to project:</b>	50%

**Contractor:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

Required Skills	Contractor's Response
<i>5 years of experience managing application development and implementation projects of similar size and scope of this RFP.</i>	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b>  Joshua has over 6 years of customer service experience with a focus on technical support in the public and private sector. For the past three years he has served as the Account Manager for 3M Electronic Monitoring for various government agencies including two state contracts (Vermont DOC and Michigan DOC). Prior to working for 3M; Joshua spent three years as the outside salesman and lead technical support of HVAC systems for Ferguson Enterprises in Grand Junction, CO. While at Ferguson his main responsibilities included reading various schematics to ensure the contractors were provided the correct technology to meet specifications on large commercial projects.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Outside Salesman in Commercial Projects, Ferguson Enterprises, Colorado – 3 years. Awards included: <ul style="list-style-type: none"> <li>- Ferguson Colorado Employee of the Month</li> </ul> </li> <li><input type="checkbox"/> Account Manager/Sales Manager, 3M Electronic Monitoring, Michigan – 3 years <ul style="list-style-type: none"> <li>- Promoted to Sales Manager in June of 2013</li> </ul> </li> </ul>
<i>2 years of experience in managing a project using the vendor's proposed solution.</i>	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b>  Josh has served as a main point of contact for the MDOC GPS program for the past 3.5 years. He has also served as an account manager for state and county programs in 6 states across the Midwest. His services include the implementation and training of new accounts, technical support for officers and call center agents, and development of specialized reports to monitor inventory and officer performance. Josh was recently promoted to Sales Manager of the North Central region of 3M.</p> <p><b>Name of project(s) and year(s) experience was obtained:</b>  Michigan Department of Corrections, January, 2010 to present.  Vermont Department of Corrections, March, 2010 to June 2012.</p>



	<p>Account Manager for 32 counties across Michigan, Wisconsin, Ohio, Indiana, Minnesota, and Illinois, January, 2011 to June 2013.</p> <p>Special consultant to aid in the launch of the Massachusetts state contract in March and April of 2012.</p>
<p><i>Education: Minimum 32 semester credit hours in an IT related field.</i></p>	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p>Josh earned a Bachelor's degree in Advertising from Michigan State University with a specialization in Account Management. Upon graduation he did complete various technical courses to prepare him with his roles with Ferguson and 3M. Via these courses he acquired a broad technical training through his work experience over the course of the past 7 years. His post- Bachelor training includes electrical wiring for HVAC systems, basic structural engineering courses, and several graduate level math courses.</p>
<p><i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i></p>	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p>Josh gained on the job technical experience throughout his career with Ferguson and 3M. Josh was responsible for the end-user experience relating to miscellaneous software applications designed for internal process improvements.</p> <p>His career within 3M has also led Josh to gain technical knowledge of our EM products and software.</p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each.

Start Date: 1-10-2010	End Date: Present
Client/Project: Michigan Department of Corrections	
Employer: 3M Electronic Monitoring, Inc.	
Title/Percentage of time: Account Manager/Sales Manager 50%	
Description: Responsible for additional support to MI DOC to aid dedicated account manager.	

Start Date: 12-14-2005	End Date: 6-19-2008
Client/Project: Various Contractors in Western Slope of Colorado	
Employer: Ferguson Enterprises	
Title/Percentage of time: Outside Sales for Commercial Projects 100%	
Description: Responsible for working with contractors to analyze projects and provide correct product.	

Start Date: 3-25-2010	End Date: 6-17-2012
Client/Project: Vermont Department of Corrections	
Employer: 3M Electronic Monitoring, Inc.	
Title/Percentage of time: Account Manager 25%	
Description: Responsible for implementation and maintenance of 250+ unit contract.	

## EDUCATION

Education		
Degree :Bachelor		Year Completed: 2005
Program :College of Communication Arts and Sciences	Major(s) area of study: Advertising	Minor area of study: Specialization in Account Management.
University	Michigan State University	



### Additional Education

Degree (i.e., Ph.D., Masters, Program)	n/a	Year Completed:
Major(s) area of study:	Minor area of study:	
University		

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

### Technical or Professional Training

Course Name	Ferguson Enterprises HVAC Boot Camp
Topic	This 6 month course prepares new hires from various colleges to gain the technical and mathematical knowledge to service customers on large commercial HVAC projects. Topics covered include advanced AC and DC theory, control relays, basic motor operations, heat laws, psychometrics, and basic refrigeration.
Date taken	January 2006 through June 2006

### Certifications/Affiliatio

Name	Tampa Bay Technology Forum Member
Topic/Description	Voted CIO of the Year
Date completed	2009

The Contractor has submitted a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



<b>Proposed Resource Name:</b>	Lisa Zuransky
<b>Proposed Classification:</b>	Director, US Account Management
<b>Key Personnel:</b>	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
<b>If resource is associated with a subcontractor, provide name of company:</b>	N/A
<b>Percentage of time resource will be allocated to project:</b>	5%

**Contractor:** List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

Required Skills	Contractor's Response
5 years of experience managing application development and implementation projects of similar size and scope of this RFP.	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Description of skills and experience:</b></p> <p>Lisa is no stranger to customer service and management having over 25 years of experience in this field.</p> <p>As a graduate in Business Law from Lincoln Technical Institute in Edison, New Jersey, Lisa started out in customer service and immediately demonstrated a talent for it. Over the course of ten years with AT&amp;T Bell Laboratories in Holmdel, NJ, she worked her way up from stenographer to administrator; ultimately planning, directing, and overseeing the Mail Processing and Telecommunications Center servicing over 6,000 customers. Leaving the organization to relocate, she tested her entrepreneurial skills by owning and operating her own business's for five years in Hudson, Florida.</p> <p>Lisa joined 3M Electronic Monitoring in March 2002 as a customer service agent in the Monitoring Center. In less than three months, she was promoted to a supervisory position in the shipping/receiving and inventory department and again three years later, to account manager, overseeing the entire State of Florida. With the Florida Department of Corrections residing as one of 3M's largest and oldest customers, she played an instrumental role in supporting the contract statewide. She distinguished herself in this role by her responsiveness and ability to identify customer needs, deliver appropriate services, train, troubleshoot, create effective protocols, and maintain strong relationships with agency personnel. Her performance resulted in several more promotions leading to her current role as Director, US Account Management. In this role, Lisa oversees the activities of the National Account Management Team, mentors account managers, designs client support job descriptions, ensures contract compliance, and leads new contract implementations. She is the customer liaison with the Software Development and Production Departments and is also responsible for her department's strategic planning and operation plans.</p>





	<p><b>Name of project(s) and year(s) experience was obtained:</b>  Service Component - Account Management Oversight Primary Deliverables- Customer Support &amp; Satisfaction</p> <ul style="list-style-type: none"> <li>•!• PTD to MTD Florida Department of Corrections Statewide Equipment Swap-out- 2007: <ul style="list-style-type: none"> <li>o Act as Project Manager overseeing the statewide transition from PTD to MTD. Project included equipment forecasting and ordering, training, scheduling sites and offender coordination.</li> </ul> </li> <li>•!• Jessica Lunsford Act, Florida Department of Corrections - 2008: <ul style="list-style-type: none"> <li>o Act as Project Manager overseeing the statewide transition of offenders from competitor equipment to 3M EM electronic monitoring devices. Through an ITB, 3M Electronic Monitoring was awarded as the contract provider to provide EM services to offender's classified under the Jessica Lunsford Act. With an aggressive approach over 700 offenders were transferred and 250 officers were successfully trained within 3 weeks.</li> </ul> </li> <li>•!• Offender Monitoring Services, Florida Department of Corrections - 2008: <ul style="list-style-type: none"> <li>o Act as Project and Product Manager in order to design and implement a plan to provide offender monitoring services to the Florida Department of Corrections, monitoring their entire Active and RF programs. This project was implemented with much success, reducing their total number of alarms generated to on-call officers by over 70%. Performance measures to maintain this reduction are managed monthly. This initiative assisted the FL DOC in reducing their budget by decreasing the number of on-call officers necessary and overtime hours. This collaboration between 3M EM and the FL DOC earned the FL DOC the Prudential-Davis Productivity Award in 2009, recognizing them for innovative and money-saving ideas.</li> </ul> </li> <li>•!• New Contract Implementation - 2009 - 2013 <ul style="list-style-type: none"> <li>o Oversee new contract implementation projects: <ul style="list-style-type: none"> <li>• State of Massachusetts 2012</li> <li>• California Department of Corrections and Rehabilitation 2008</li> <li>• Florida Department of Juvenile Justice 2011</li> </ul> </li> </ul> </li> <li>•!• Equipment Transitions - 2009 - 2013: <ul style="list-style-type: none"> <li>o Oversee large contract equipment transition projects: <ul style="list-style-type: none"> <li>• Oklahoma DOC</li> <li>• Michigan DOC</li> <li>• Florida DOC</li> <li>• Texas Dept. of Criminal Justice</li> <li>• New Mexico DOC</li> </ul> </li> </ul> </li> </ul>
<p><i>2 years of experience in managing a project using the vendor's proposed solution.</i></p>	<p><b>Does resource have this required skill?:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>  With having over 11 years experience with 3M Electronic Monitoring, Lisa has strong knowledge and hands-on experience managing electronic monitoring related projects.</p> <p><b>Description of skills and experience:</b>  Specifically, Lisa is a critical member of the US Account Management Team overseeing the implementation, maintenance,</p>





	<p>and retention of large state programs. Lisa has utilized the following customer service skills in many customer projects:</p> <ul style="list-style-type: none"> <li>o Communication; interpersonal skills, patience and listening, attentiveness, responsiveness, strong knowledge of the product (hardware, software and protocols), goal oriented focus, and the ability to handle surprises- thinking quickly to encounter the unexpected.</li> </ul> <p><b>Name of project(s) and year(s) experience was obtained:</b></p> <ul style="list-style-type: none"> <li>•!• PTD to MTD Florida Department of Corrections Statewide Equipment Swap-out - 2007: <ul style="list-style-type: none"> <li>o Act as Project Manager overseeing the statewide transition from PTD to MTD. Project included equipment forecasting and ordering, training, scheduling sites and offender coordination</li> </ul> </li> <li>•!• State Contract, Quarterly Meetings - 2013: <ul style="list-style-type: none"> <li>o Attend Quarterly Performance Meetings to discuss with customer performance measures, ensure contract compliance, and discuss project request</li> </ul> </li> </ul> <p>to enhance customers EM experience with our product offerings.</p> <ul style="list-style-type: none"> <li>•!• Oversee New Contract Implementations 2009 - 2013: <ul style="list-style-type: none"> <li>o CA Dept. of Corrections and Rehabilitation- 2008</li> <li>o FL Dept. of Juvenile Justice 2011</li> <li>o State of Massachusetts- 2012</li> <li>o Indiana Department of Corrections- 2012</li> </ul> </li> </ul>
<p><i>Education: Minimum 32 semester credit hours in an IT related field.</i></p>	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p>Lisa is a graduate in Business Law from the Lincoln Technical Institute located in Edison New Jersey. With a desire to learn, along with her work experience, Lisa continued to acquire broad technical training throughout her work career by completing multiple continuing education classes (Programming MS-DOS, Windows, Excel, PowerPoint, Outlook, Lotus, Word, Communications, Leadership). Most recently, Lisa has completed the 3M Lean Six Sigma Courses, earning her Black Belt status as well as completing Leading for Performance and Accountability Training focused on effective leadership, people management, and employee engagement.</p>
<p><i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i></p>	<p><b>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p>Lisa gained on the job technical experience throughout her career with AT&amp;T and 3M. Lisa was responsible for the vision and end-user experience relating to miscellaneous software applications designed for internal process improvements.</p> <p>Her career within 3M has also led Lisa to gain technical knowledge of our EM products and software. To date, Lisa is responsible for attending technical review meetings for product design and enhancements. Lisa is the liaison between the customer and the software development team.</p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to



contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each.

Start Date: 2013	End Date: Present
Client/Project: Michigan Department of Corrections	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: Director, US Account Management / 5%	
Description: Oversee the management of the Michigan Department of Corrections program ensuring contract compliance and customer satisfaction. Attend quarterly performance meetings with customer to discuss performance measures, and discuss project request to enhance customers EM experience with our product offerings.	

Start Date: 2005	End Date: Present
Client/Project: Florida Department of Corrections	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: Project Manager / 5%	
Description: Oversee the management of the Florida Department of Corrections program ensuring contract compliance and customer satisfaction. Attend quarterly performance meetings with discuss performance measures, and discuss project request to enhance customers EM experience with our product offerings	

Start Date: 2009	End Date: Present
Client/Project: Product Development	
Employer: 3M Electronic Monitoring	
Title/Percentage of time: Director, US Account Management	
Description: Create formal business cases and product descriptions for future and current product enhancements. Work as a facilitator between the various internal and external organizations to ensure voice of customer and voice of market is incorporated into end results.	

## EDUCATION

Education		
Degree (i.e., Ph.D., Masters, Program	Technical Degree – Business Law	Year Completed: 1986
	Major(s) area of study: Business Law	Minor area of study: Paralegal
University	Lincoln Technical Institute	

Additional Education		
Degree (i.e., Ph.D., Masters, Program	N/A	Year Completed:
	Major(s) area of study:	Minor area of study:
University		

**TRAINING** – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	Leading for Performance and Accountability Training
Topic	Training for managers and supervisors focused on effective leadership, people management, and employee engagement.
Date taken	2013

**Technical or Professional Training**

Course Name	Business Communications
Topic	Designed to improve presentation skills, one-on-one verbal communication ability to instruct, inform, motivate and sell ideas.
Date taken	2013

**Certifications/Affiliatio**

Name	Lean Six Sigma- Black Belt
Topic/Description	Encompassing the Six Sigma DMAIC methodology with integrated lean content, learn how to use the systems together to achieve business improvements. This systematic application can be applied in service-based, transactional, and production-based environments and is
Date completed	2011

The Contractor has submitted a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.

**ATTACHMENT H Warranty****Extended Warranty Proposed Changes for MI DOC**

**Responding to Section 1.0** - Limited Warranty - regarding second sentence - *"Define what is normal use and service"* This would be using the device for the intended purpose which is offender tracking for the Correctional agency market. It also means that the offender is not subjecting to more than normal wear and tear. He/she is not submerging devices in the water for extended periods of time, they are not striking the device with a hammer or other blunt instrument, they are not subjecting the device to heat outside its operational limits. If the device is put on a participant and they are not trying to inflict damage to the device then that is normal use.

**Responding to section 2.0** – The warranty for the bracelet is 12 months from date of shipment.

**Responding to section 3.1.5** – The account manager will waive any charges related to labor time for inspection, testing, and transportation of units if a failure cannot be confirmed. The account manager will inspect all devices prior to their return to 3M.

**Responding to section 4.1.2** – The account manager will request the RMA free of charge.

**Responding to section 4.1.3** – The account manager will establish whether unit is eligible for warranty.

**Responding to section 4.1.4** – The account manager will confirm if items are eligible for warranty.

**Responding to section 4.1.5** – We would ask that this requirement not be deleted entirely. We would like to revise is to say, "Purchaser must provide account manager with form stating the reason for return for each warranty device."

**Responding to section 4.1.7** – The account manager will evaluate the validity of the warranty claim.

**Responding to section 4.1.9** – The account manager inspect the device before it is shipped to 3M for a warranty repair. In the event no fault could be found, the account manager will waive any labor or transportation charges.

**Responding to section 4.1.10** – 3M Electronic Monitoring will be responsible for all shipping charges unless special expedited shipping is requested by the customer.

**Responding to section 4.2.1** – The account manager will enter this information when creating the RMA and provide this to the production department.

**Responding to section 6.0** – We agree to remove without and add, "with notice and consent by the State".



3M Electronic Monitoring, Inc Warranty  
2012

## GENERAL

This section of the agreement delineates the limited warranty offered by 3M Electronic Monitoring associated with the direct sales of products.

### 1.0 LIMITED WARRANTY

3M Electronic Monitoring warrants to Purchaser that products will be free from defects in design, material, and workmanship. These products are warranted for failures occurring under normal use and service for which the products were intended, subject to all of the conditions and qualifications hereinafter stated. Within the warranty period of each product as stated below, 3M Electronic Monitoring will either repair or replace products determined to be the responsibility of 3M EM.

### 2.0

PRODUCTS WARRANTED	EFFECTIVITY	WARRANTY PERIOD
<b>TRACKING UNITS</b>	3M™ Two-Piece GPS Offender Tracking Device all models (2000 rev C/D) 3M™ One-Piece GPS Offender Tracking Device (models 3000, 3418, One-Track) 3M™ Two-Piece GPS Offender Tracking Device ( model XT V.6/V4, Two-Track)	12 months from date of shipment
<b>BASE UNIT</b>	3M™ Home Curfew Beacon/ Base Unit (model SB1000, SB2000)	12 months from date of shipment
<b>BRACELETS</b>	3M™ 1 or 2 Way Bracelet (model BTR/BTX)	30 days from date of shipment

### 3.0 LIMITATIONS

3.1 3M Electronic Monitoring shall not be obligated or liable under this warranty for damage due to: (a) tampering; (b) misuse; (c) abuse; (d) neglect; (e) improper storage; (f) improper or unauthorized, repair; (g) liquid intrusion (non-body worn devices); (h) repairs performed other than by 3M Electronic Monitoring or its authorized representative; or (i) improper installation.

3.1.1 Warranty is applicable only if an effective repair was made and the unit was returned to a serviceable condition.

3.1.2 All warranty repair work is to be accomplished on an on-condition basis. 3M Electronic Monitoring is responsible only for rectifying the defect which caused the specified failure. 3M Electronic Monitoring will, however, take reasonable steps to identify other defects not identified by Purchaser.

3.1.3 3M ELECTRONIC MONITORING INC. SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR OTHER TYPE OF DAMAGES RESULTING FROM OR CAUSED BY THE USE, OPERATION, FAILURE, MALFUNCTION OR DEFECT OF ANY 3M ELECTRONIC MONITORING INC. PRODUCT COVERED BY THIS WARRANTY.



3.1.4 Repair under warranty does not renew or extend the standard warranty; however, the original warranty does remain in effect for the unused portion of the original warranty.

3.1.5 Purchaser will be charged labor time for inspection, testing and transportation of units returned to 3M Electronic Monitoring for repair if the failure of the unit cannot be confirmed.

3.1.6 All warranty repair work is to be accomplished by 3M Electronic Monitoring or 3M EM Authorized Warranty Repair Facility. Repairs carried out by Purchaser's agent or other facilities not noted previously are not eligible for warranty reimbursement.

3.1.7 THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4.0 WARRANTY PROCEDURES NOTE:  
FAILURE TO ADHERE TO STATED WARRANTY PROCEDURES MAY RESULT IN A DELAY OR REJECTION OF WARRANTY CLAIM.

#### 4.1 Procedures

4.1.1 Warranty claims shall be submitted for the following:

4.1.2 In the event of shipment of wrong part or incorrect quantity, Purchaser shall contact the 3M Electronic Monitoring Call Center and request a return material authorization (RMA).

4.1.3 Purchaser should establish whether unit is eligible for warranty.

4.1.4 If there is any doubt as to whether a unit is under warranty, confirmation must be obtained from 3M Electronic Monitoring prior to the repair.

4.1.5 Purchaser must prepare a Warranty Claim Form for each warranty incident and send it to 3M Electronic Monitoring. Warranty claims are accepted only when accompanied by all information as specified in paragraph 3.1.

4.1.6 3M Electronic Monitoring Inc. will determine the validity of Purchaser's warranty claim under the criteria given in Section 5.0.

4.1.7 3M Electronic Monitoring's in its sole discretion will evaluate the validity of the warranty claim. Under no circumstances shall a Purchaser debit 3M EM account.

4.1.8 If a unit is eligible for warranty consideration, 3M Electronic Monitoring will repair or replace the products, at 3M EM's discretion.

4.1.9 In the event the reported fault cannot be verified on a unit under warranty, the Purchaser will be billed for labor incurred for inspection, testing and all transportation charges.

4.1.10 3M Electronic Monitoring Inc. is responsible for one way shipping charges to customers in the continental US and Express Air for International customers.

#### 4.2 Warranty Claim Form Information

4.2.1 3M Electronic Monitoring Inc. Warranty Repairs – If repair work is to be performed by 3M Electronic Monitoring Inc. Monitoring, Inc., the following information must be provided:

- A) Purchaser - Name, address, telephone, e-mail and fax numbers of owner of unit.
- B) RMA number – A unique reference number identifying the repair request.



- C) Return Reason – Detailed description of complaint, and removal date.
- D) Unit Identification – Full nomenclature of the unit (part number and serial number).
- E) Special Instructions – Any special requirements affecting the repair or shipping of the unit.
- F) Service Contact – Name, telephone, email and fax number of service technician, or engineer who can discuss the technical problems concerning the unit.

## 5.0 FAILURE VALIDITY

### 5.1 Valid Features

5.1.1 A failure is valid when the unit fails to perform its intended function, and when it has been activated and maintained to current industry standards.

5.1.2 A failure is also valid if such failure is caused by one or more of the following:

A) Adjustment: Any unit requiring an adjustment to reestablish satisfactory performance will be considered a relevant adjustment failure where such adjustment is not available to the operator through manipulation of panel operator controls. Adjustment of operator controls for proper operations shall not be considered a failure

B) Design defect: A characteristic of circuit design which precludes proper performance in a specified operational mode. This may be represented by a unit operating outside of tolerances specified by 3M Electronic Monitoring and proper operation cannot be reestablished by either readjustment, replacement of defective part or correction of workmanship defect.

C) Part or material defect: A condition of a part or material causing performance of the part or material to be outside of material tolerance specified by 3M EM. This may be represented by shorts, opens, high resistance leakage, improper manufacture, incorrect material, etc.

D) Workmanship defect: A condition of circuit or assembly resulting in out-of-tolerance operation, caused by human error during the manufacturing process. These may be represented by cold-solder joints, loose fastenings or any other non-conformance with 3M Electronic Monitoring Inc. quality standards manual.

### 5.2 Non-Valid Features

5.2.1 A failure is categorized as non-valid when the unit fails to perform its intended function and such failure is caused by one or more of the following:

A) Incorrect operation, activation or installation of the unit or system.

B) Intentional or unintentional exposure of the warranted product to electrical, mechanical and/or environmental stresses.

C) Failures due to tampering, misuse, abuse, neglect or physical damage from any source.

## 6.0 EFFECTIVE DATE

The effective date of this agreement will commence with the date of this document and will apply to units sold after the effective date of this document. 3M Electronic Monitoring Inc. will be responsible for any repair work accomplished on equipment while still under warranty prior to this date, per terms of previous warranty policy. 3M Electronic Monitoring Inc. reserves the right to retroactively apply new warranty provisions without notice.

## 7.0 EXTENDED WARRANTY

Extended Warranty may be available for selected products. Please contact your Account Manager for information about availability, price and terms.



### **Exhibit 1 RMA Entry Procedure**

(Day 1)

RMA's-return merchandise authorization: you are completing an electronic application for return of 3M Electronic Monitoring merchandise. This can be done by the Account Manager or via the Monitoring Center.

**BEFORE ANYTHING ELSE-** Ask the customer if they have done troubleshooting of the devices with the Call Center. In addition, you will also ask the customer to politely allow you a moment to verify the information in "Device Notes" in "Greeter" to see if the devices have been troubleshot.

1. Open Hardware Admin.
2. Open the Logistics tab-then choose "RMA Generation and Tracking".
3. A form will come up allowing you to begin the RMA.
4. The first thing you must do is choose the customer in the upper right drop down box. (You will have this information in greeter to work from).
5. Next, you must ask the customer who the attention of pickup should be (you will click on the "select button" to bring up a list of prewritten contacts).
6. Confirm the RMA pick up address.
7. Also, determine the number of boxes needed for return of the equipment (ask the customer) and choose the number in the "no. boxes" box on the bottom right of the form.
8. In addition- ask the customer the method of return:
  - email label: meaning we send an electronic copy of the call tag to the customer and they send it back at their own convenience.
  - Customer will ship: they will handle the shipping process completely.
  - Issue call tag: meaning we will send UPS out to pick up the package.

Choose the option and move on-

9. Now move to the "Hardware" tab.
10. Under the Hardware tab you will see a drop down box labeled "Hardware Type" select the device type you are returning.
11. Next, type in the device number in the slot labeled "hardware ID" click "confirm" and choose an appropriate reason for return from the drop down list. The reason for return MUST be VALID. You will NEVER accept a device that does not have a valid reason for return. Ask the customer if they would like the item replaced (some customers have special guidelines on who can requests replacements, see-greeter.) choose "add". This will add the device to the RMA.
12. Once you have chosen all devices for return, click the "save" icon in the upper left hand corner of "hardware admin".
13. A number will appear in the RMA entry window; this number should be given to the customer as a reference for the RMA. Click "email" to email the customer a copy. You are done.

(Days 2 -8)





1. The customer has written the RMA number on the packages and a call tag has been issued to UPS. UPS will arrive to pick up the packages within three business days.
2. UPS has picked up the package and returned it back to the 3M facility in Odessa, FL.
3. Receiving has sorted through the RMA packages and separated the purchased RMA devices from the leased RMA devices. Purchased RMA devices are always processed before leased devices.
4. Devices are then assigned to correct assembly line for inspection and repair.

(Days 9-14)

1. Production inspects the device and enters the repair cost in Hardware Admin.
2. The Account Manager will process the repair service report and approve, waive, or amend the repair cost and provide this to customer. Warranty repairs will automatically be marked to a \$0.00 repair cost.
3. Once the repair cost is approved, the production team will repair the device and send it back to shipping to be sent to the customer.

(Days 15-23)

1. The shipping department will create an order and prepare the units for shipment. A call tag requesting a pickup from UPS will be placed.
2. UPS will arrive at the facility within one business day to pick up the package and ship it to the customer via regular UPS ground.
3. UPS will drop the package off at the customer within three business days.



### Glossary

24/7/365	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.
Alcohol Equipment	Equipment designed to measure, track and report alcohol consumption.
Alcohol Monitoring	Monitoring an offender's alcohol use through technology.
Audit Period	See Section 2.110
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.
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.
Business Hours	Monday through Friday 8:00 A.M. to 5:00 PM Eastern Standard Time and Monday through Friday 8:00 A.M. to 5:00 PM Central Standard time for the following counties: Dickinson, Gogebic, Iron, and Menominee, excluding State holidays for both time zones.
Closed Loop	System and/or staff which take steps beyond the "send-and-forget" approach of common, basic alert and notification systems until all SOM required protocol have been satisfied.
Chronic Failure	Defined in any applicable Service Level Agreements.
Consumables	See Device Consumables
Critical User Support	Issue or problem that prevents the monitoring of offenders, such as the application going down. Issues or problems outside of the contractor's control would not apply (e.g. a local power outage, MDOC network outage).
Curfew Equipment	Equipment designed to track and report compliance with set curfew requirements.
Curfew Monitoring	Monitoring an offender's curfew compliance through technology.
Days	Means calendar days unless otherwise specified.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
Device Consumables	Includes, but is not limited to, straps, clips, batteries and phone cords. Also includes any component which is considered disposable after use.
DTMB	Michigan Department of Technology, Management and Budget
Electronic Monitoring Systems	Remote monitoring technologies of curfew compliance ("curfew monitoring"), alcohol use ("alcohol monitoring") and/or movement within the community ("location monitoring").
EMC Middleware Solution	<p>MDOC EMC Middleware Solution will be a web-based solution to allow users to view all active monitoring alerts at a glance. The solution will allow agents to utilize one screen to monitor critical alerts for all the monitoring software. Web services will enable data communication between DOC offender management systems and the vendor application.</p> <p>Middleware functionality includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Capture and display of current alert information from the vendor's application</li> <li>• Auto-population of offender information in the vendor's application for new registrations</li> <li>• Auto-population of monitoring cost in the DOC offender management system for enrollments and terminations</li> </ul>



	<ul style="list-style-type: none"> <li>• Saving of comments/notes back to the DOC offender management system in the form of Case Notes as well as vendor software</li> <li>• Auto-creation of offender management records confirming new registrations as well as the termination of offenders no longer in each vendor application</li> </ul>
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.
Equipment	Where capitalized, includes all Location Equipment, Curfew Equipment and Alcohol Equipment
Escalating Notification	A process by which a defined employee chain is contacted following criteria established by the SOM.
Excusable Failure	See Section 2.244.
Extended Business Hours	All hours outside of regular/normal business hours, defined as Monday through Friday, 8am to 6pm EST, including weekends and holidays.
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.
Location Equipment	Equipment designed to track and report offender location and movement throughout the community.
Location Monitoring	Monitoring an offender's movements with the ability to geographically identify their location. Often utilized through the use of global positioning system (GPS) technology.
Mobile Devices	Tablets, laptops and cell phones
Motion No Location	Location Equipment deemed "in motion", but the equipment is unable to identify location points. Also referred to as Motion No GPS.
Near Real Time	A real event time plus programming delays, depending on the event.
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.
Non-Critical User Support	Issue or problem that still allows the monitoring of offenders. (e.g. reports not being generated)
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.
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.
Tamper Alert	Notification that equipment has been altered from its original state.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
VRA	Vendor Response Attachment
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.