



# 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 MA230000000706

<b>CONTRACTOR</b>	Monster Government Solutions, LLC
	133 Boston Post Rd.
	Weston MA 02493
	Ronald Harrell
	703-270-7202
	ronald.harrell@monster.com
	VS0119051

<b>STATE</b>	<b>Program Manager</b>	Various	Various
	<b>Contract Administrator</b>	Robin Lampert	LEO
		517-582-2746	
		lampertR1@michigan.gov	

### CONTRACT SUMMARY

Workforce Case Management System

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 30, 2023	March 29, 2028	5 - 12 Months	March 29, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,647,142.00	\$194,057.04	\$8,841,199.04		

### DESCRIPTION

6/4/2024, This change request will add new scope to the project and a milestone to the IMPACT Implementation Milestone table to track the delivery of the Public Assistance Referral (PAR) Tab for the Bridges Interface. This change is in the amount of \$194,057.04. Also, an administrative change from Marisha Curtis to Robin Lampert as contract administrator. Please see the attached SOW for further information.

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

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

AGENCY	NAME	PHONE	EMAIL
LEO	Matthew Shields	517-599-6397	ShieldsM1@michigan.gov
DTMB	Nancy Pulter	517-881-1596	pultern@michigan.gov

# STATEMENT OF WORK - IT CHANGE NOTICE

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<b>Project Title:</b> LEO – E&T – WD - Information Management Performance & Customer Tracking (IMPACT)	<b>Period of Coverage:</b> 3/30/2023 - 3/29/2028
<b>Requesting Department:</b> Labor & Economic Opportunity – Employment & Training – Workforce Development	<b>Date:</b> 4/17/2024
<b>Agency Project Manager:</b> Matt Shields	<b>Phone:</b> 517-599-6397
<b>DTMB Project Manager:</b> Nancy Pulter	<b>Phone:</b> 517-881-1596

Brief description of services to be provided:

## BACKGROUND:

This change request will add new scope to the project and a milestone to the IMPACT Implementation Milestone table to track the delivery of the Public Assistance Referral (PAR) Tab for the Bridges Interface.

## PROJECT OBJECTIVE:

The State of Michigan (SOM) has requested Monster Government Solution (MGS or Contractor) to create an enhancement to the IMPACT system for the Michigan Department of Health and Human Services (MiDHHS) Bridges data. The proposed improvement will create a tailored program workflow within the system using the seven (7) incoming files with the customer's SNAP/TANF-related information and eight (8) outgoing interfaces. This will enable staff to access and view incoming data from the Bridges Interface and make updates to data before being sent via outgoing interfaces.

## SCOPE OF WORK:

- Creation of a new PAR tab within the customer profile. Case managers could view closed and currently active benefits.
  - The new tab will contain 170 new elements that do not exist in other locations within the IMPACT System, which will be visible to the user and available in the SAP Business Objects reporting tool.
- Creation of a new dedicated Referral Landing Page with a workflow where the new referral customers will be visible to the case workers.
  - New referral customers are sent through FIAR-New Referrals from Bridges.

- When an additional referral is received from DHHS a distinct record will be generated in the IMPACT system, creating a new referral.

### Milestone Table Updates:

- Add a new milestone between Interfaces Development and Testing and Data Migration to allow SOM to review, approve and sign-off on the completion of the SNAP/TANF Customization

### PAYMENT SCHEDULE:

Contract Milestone Event	Payment	Current Deliverable(s)	Proposed Deliverable(s)
Project Planning	0.00%	Project Kick off	NO CHANGE
Requirements and Design Validation	9.6% \$434,681.00	Validation Sessions Final Requirement Validation Document Design Document Implementation Document	NO CHANGE
Provision Environment	9.6% \$434,681.00	<b><u>Validate Test</u></b> (MonsterWorks online service for State of Michigan (SOM) available in UAT. Monster demo the product to show that the Test environment is provisioned.)	NO CHANGE
Installation and Configuration of Software	9.6% \$434,681.00	Final Solution and Testing Document- (Installation and configuration of software has been completed by Contractor). Specific deliverable details will be confirmed in Deliverable Expectation Document (DED). <b><u>Final Solution:</u></b> As described in the DED,	NO CHANGE

Contract Milestone Event	Payment	Current Deliverable(s)	Proposed Deliverable(s)
		<p>Monster will provide a Requirements Traceability Matrix (RTM) document which lists each of the project requirements. All RTM items related to the application and reporting workstreams have a status of “development complete”. The SOM will review and approve the document.</p> <p><b>Testing Document:</b> Contractor delivers the complete test plan to SOM, including test cases to be used for testing all components related to the application and reports. Interface test plans will be reviewed and approved by SOM prior to interface testing start.</p>	
Testing and Acceptance	9.6% \$434,681.00	<p><b>Test Results Report:</b> Contractor Testing Results Report is reviewed and accepted by SOM; the report is inclusive of the following components:</p> <ul style="list-style-type: none"> <li>- Application</li> <li>- Reporting</li> </ul> <p><b>Training Documentation:</b> Complete Training Materials for Administrators, State Employees, Michigan Works! Staff, and aids for Public Citizens are</p>	NO CHANGE

Contract Milestone Event	Payment	Current Deliverable(s)	Proposed Deliverable(s)
		<p>reviewed and approved by SOM.</p> <p><b>Acceptance:</b> SOM accepts the system for testing in SOM QAT, and all critical defects have been corrected without workaround. Critical defects include issues affecting the entire system or single critical function; system down or operating in a materially degraded state; data integrity at risk; widespread access interruptions; or any other defects deemed critical (as defined by the current version of the contract) by SOM</p>	
Interfaces Development and Testing Complete	0%	<p><b>Interface Design Specifications:</b> Complete design specification for each interface detailing the functional and technical components of the implementation is reviewed and accepted by SOM.</p> <p><b>Interfaces Testing Complete:</b> All interfaces have completed development, testing activities have been completed and accepted by the SOM. At this point the system is ready for SOM</p>	NO CHANGE

Contract Milestone Event	Payment	Current Deliverable(s)	Proposed Deliverable(s)
		<p>UAT activities to take place.</p> <p><b><u>Testing Document:</u></b>            Contractor delivers the final complete test plan to the state inclusive of test cases used for testing all components related to interfaces. The document is reviewed and accepted by SOM.</p>	
SNAP/TANF Customization	<p>4.3%</p> <p>\$194,057.04</p>	<b><u>New Milestone</u></b>	<p><b><u>SNAP/TANF Design Specifications:</u></b> Complete design specification for each PAR Tab and Referral Page detailing the functionality, Bridges data, and technical components of the implementation is reviewed and accepted by SOM.</p> <p><b><u>Testing Results Document:</u></b> Contractor delivers the final complete Test Results to the State inclusive of Test Cases used for testing all components related to the Par Tab and Referral Page. The document is reviewed and accepted by SOM. The report is inclusive of the following components:</p> <ul style="list-style-type: none"> <li>- Application</li> <li>- Reporting</li> <li>- Converted Data</li> </ul>



Contract Milestone Event	Payment	Current Deliverable(s)	Proposed Deliverable(s)
			<p>- Interface Data</p> <p><b><u>PAR Tab and Referral Page Testing Complete:</u></b>          PAR Tab and Referral Page have both completed development, vendor testing activities have been completed and accepted by the SOM. At this point the system has undergone QAT and UAT activities with no outstanding Critical or High defects.          Due Date: 11/20/2024</p>
Data Migration	9.6% \$434,681.00	<p><b><u>Data Refresh Dry run:</u></b>          - SOM QAT: Completed and Approved, such that all critical and high defects have been resolved without a workaround. High defects include primary component failures that materially impair its performance or data access is materially impaired on a limited basis.</p> <p>- SOM UAT: Completed and Approved, such that all critical and high defects have been resolved to the SOM satisfaction and without a workaround.</p> <p><b><u>Test Results Report</u></b>          Contractor Testing Results Report is reviewed and accepted by SOM; the</p>	NO CHANGE

Contract Milestone Event	Payment	Current Deliverable(s)	Proposed Deliverable(s)
		report is inclusive of the following components: - Data Migration testing - Interface testing	
Training	0.00%	- Train the Trainer Training Complete and SOM provides approval.  - Final Training Documentation Complete (for Go-Live) and SOM provides approval.	NO CHANGE
Production	28.7% \$1,304,043.00	<b><u>Validate Production</u></b> SOM has approved system for Go Live including:  - Performance Testing completed and Approved to the satisfaction of the State of Michigan.  - Performance test results report demonstrates that the system meets or exceeds performance metrics established by SOM (as defined by the current version of the contract).  - MonsterWorks online service for (SOM) available in Production  - Contractor has demonstrated the product to SOM to show that the Production environment is provisioned and working	NO CHANGE

Contract Milestone Event	Payment	Current Deliverable(s)	Proposed Deliverable(s)
		<p>according to business requirements, and all critical and high defects have been corrected without workaround.</p> <ul style="list-style-type: none"> <li>- System Operational: all system components, both public facing and internal SOM, are fully operational and working, according to requirements, as validated and approved by SOM.</li> </ul>	
Post Production Warranty	19.1% \$869,362.00	<ul style="list-style-type: none"> <li>- Acceptance of Final Design document and Final Implementation Document. These documents are reviewed and approved by SOM.</li> <li>- All critical and high defects identified during the post-production warranty period have been corrected to the SOM satisfaction and without a workaround.</li> </ul>	NO CHANGE

### DELIVERABLES:

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

1. PAR Tab
  - a. The IMPACT System will display a new Public Assistance Referral (PAR) tab within the Customer Profile.
    - i. Case Managers can view closed and currently active benefits.
    - ii. The tab will display the full data set against five distinct subtabs and most fields are read-only; the following depicts editable fields:
      1. Program and Eligibility
        - a. FIA District Code
        - b. FIA Unit Code

- c. FIA Worker Code
    - d. Additional Information 1
    - e. Additional Information 2
    - f. Additional Information 3
  - 2. Supportive Services
    - a. Last Date to Attend Orientation
  - 3. Case Status
    - a. Last Date to Complete AEP
    - b. Activity 80 (outgoing file)
    - c. Activity 80 Begin Date (outgoing file)
    - d. Termination Reason Code (outgoing file)
    - e. Termination Date (outgoing file)
  - 4. Family Independence Program (FIP)/Food Assistance Program (FAP) Information.
    - a. FIP Family Status (Family Status Code)
  - 5. Work Hours. The IMPACT System will maintain a historical record of work hours, which will be viewable on both a weekly and monthly basis on the PAR tab. The weekly hours are sent over to Bridges in the outgoing file.
    - a. Workfare actual hours (outgoing file)
    - b. Employment actual hours (outgoing file)
    - c. Workfare actual hours (outgoing file)
2. Referral Page
- a. The IMPACT System will display a new dedicated landing page and workflow where the new referral customers will be shown to case workers.
    - i. New referral customers are customers sent through the FIAR-New Referrals In Bridges Interface.
    - ii. The page will include the customer's name, MWA ID, and FIA case number.
    - iii. Further FIAR referrals received from DHHS; a distinct record will be generated in the IMPACT System, facilitating individual navigation for case workers and creating a new referral.
    - iv. IMPACT users can defer or close referrals in the IMPACT System.
  - b. Case Managers and Supervisors will have the option to assign the customers to themselves, or delegate them to other staff members.

## **SPECIFIC DEPARTMENT STANDARDS:**

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

Payment will be made on a satisfactory Acceptance of each deliverable basis. DTMB will pay Contractor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project

Manager approvals. All invoices should reflect actual work completed by payment date and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

#### **EXPENSES:**

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

#### **PROJECT CONTACTS:**

The designated Agency Project Manager is:

Name	Matt Shields
Department	Labor & Economic Development Employment & Training
Area	Enterprise Information Management
Building/Floor	ELLIOTT-LARSEN BLDG
Address	320 S. Walnut
City/State/Zip	Lansing, MI 48933
Phone Number	517-599-6397
Email Address	shieldsm1@michigan.gov

The designated DTMB Project Manager is:

Name	Nancy Pulter
Department	Department of Technology, Management, and Budget
Area	Project Management Office Supporting LEO, MEDC and Governor's Office
Building/Floor	West St. Joe Building
Address	4125 W. St. Joe Hwy
City/State/Zip	Lansing, MI 48933
Phone Number	517-881-1596
Email Address	pulterN@michigan.gov

#### **PRICING ADJUSTMENT:**

In addition to the new SNAP/TANF Customization Milestone, the annual payment (Table A of Schedule B) will be adjusted.

Subscription Based - Product Name	Annual License Subscription Fee (Price per user)	Annual Tiered Pricing	Annual Enterprise Licensing – Unlimited Number of Users	
MonsterWorks Case Management	N/A	N/A	Year 2-Partial*	\$277,305.00
MonsterWorks Case Management			Years 3-10*	\$1,360,414.70

\*Licensing Fees to be paid monthly to correspond with any service credits. Licensing and Hosting costs will be paid after installation, configuration, and State testing and acceptance of the Solution.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
to  
Contract Number **230000000706**

<b>CONTRACTOR</b>	Monster Government Solutions, LLC	<b>STATE</b>	<b>Program Manager</b>	Various	LEO
	133 Boston Post Rd.				
	Weston, MA 02493				
	Ronald Harrell	<b>STATE</b>	<b>Contract Administrator</b>	Marisha Curtis	DTMB
	703-270-7202			517-249-0493	
	ronald.harrell@monster.com			curtism16@michigan.gov	
	VS0119051				

CONTRACT SUMMARY				
WORKFORCE CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 30, 2023	March 29, 2028	5 - 1 Year	March 29, 2028	
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"/>		March 29, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,647,142.00	\$0.00	\$8,647,142.00		
DESCRIPTION				
Effective 1/31/2024, the following amendments are incorporated into this Contract per attached Milestone table. This change replaces the Milestone table listed in Change Notice 1 and includes the following:				
<div><div></div><div><div>· Update the Milestone Table to reflect interface and testing schedule updates.</div><div>· Update to Schedule G, Data Conversion Results and Reports to reflect testing schedule updates.</div></div></div>				
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
LEO	Matthew Shields	517-599-6397	ShieldsM1@michigan.gov
DTMB	Kalyan Murali	517-230-9434	MuraliK@michigan.gov



# STATEMENT OF WORK - IT CHANGE NOTICE

<b>Project Title:</b> LEO – E&T – WD - Information Management Performance & Customer Tracking (IMPACT)	<b>Period of Coverage:</b> 3/30/2023 - 3/29/2028
<b>Requesting Department:</b> Labor & Economic Opportunity – Employment & Training – Workforce Development	<b>Date:</b> 1/17/2024
<b>Agency Project Manager:</b> Matt Shields	<b>Phone:</b> 517-599-6397
<b>DTMB Project Manager:</b> Shannon Coombs	<b>Phone:</b> 517-204-8290

Brief description of services to be provided:

## BACKGROUND:

This change request will add a new milestone to the IMPACT Implementation Milestone Table to track the delivery date for the IMPACT Implementation Project data interfaces.

## PROJECT OBJECTIVE:

This change is requested to support the fact that The State of Michigan (SOM) and Monster Government Solutions (MGS) schedules for interface design, development, and testing fall outside of the existing milestones for IMPACT development and testing completion. With this change notice, SOM will align schedules of development for each interface so that the MGS will deliver interfaces iteratively to the SOM project team for testing and validation.

With the change below, the timelines for UAT completion, Training, and Go Live will not be changing.

## SCOPE OF WORK:

The following changes will accommodate the above:

- Update the Milestone Table to reflect interface and testing schedule updates.
- Update to Schedule G, Data Conversion Results and Reports to reflect testing schedule updates.

## Milestone Table Updates:

- Add a new milestone between Testing and Acceptance and Data Migration to allow SOM to review, approve and sign-off on the completion of all work associated with all interfaces.

# STATEMENT OF WORK - IT CHANGE NOTICE

- Modify Installation of Software milestone to be specific to Application and Reporting requirements.
- Modify Testing and Acceptance milestone to remove reference to SOM UAT readiness.
- Move Performance Testing Completion from the Data Migration milestone and move to the Performance Validation milestone.
- Rename “QAT” to “SOM QAT” and “UAT” to “SOM UAT”

## NEW Milestone table.

Contract Milestone Event	Payment	Current Deliverable(s)	Proposed Deliverable(s)	Date
Project Planning	0.00%	Project Kick off	NO CHANGE	4/7/2023
Requirements and Design Validation	10.00% \$434,681.00	Validation Sessions Final Requirement Validation Document Design Document Implementation Document	NO CHANGE	6/26/2023
Provision Environment	10.00% \$434,681.00	<b><u>Validate Test</u></b> (MonsterWorks online service for State of Michigan (SOM) available in UAT. Monster demo the product to show that the Test environment is provisioned.)	NO CHANGE	9/24/2023

# STATEMENT OF WORK - IT CHANGE NOTICE

Installation and Configuration of Software	10.00% \$434,681.00	<p>Final Solution and Testing Document- (Installation and configuration of software complete) Specific deliverable details will be confirmed in Deliverable Expectation Document (DED).</p> <p><b><u>Final Solution:</u></b> Monster configured their MonsterWorks software for SOM requirements, software is ready for Monster System Integration Testing phase.</p> <p><b><u>Testing Document:</u></b> Monster delivers the test plan including test cases to be used for testing all components related to testing.</p>	<p>Final Solution and Testing Document- (Installation and configuration of software has been completed by MGS). Specific deliverable details will be confirmed in Deliverable Expectation Document (DED).</p> <p><b><u>Final Solution:</u></b> As described in the DED, Monster will provide a Requirements Traceability Matrix (RTM) document which lists each of the project requirements. All RTM items related to the application and reporting workstreams have a status of "development complete". The SOM will review and approve the document.</p> <p><b><u>Testing Document:</u></b> MGS delivers the complete test plan to SOM, including test cases to be</p>	12/23/2023
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# STATEMENT OF WORK - IT CHANGE NOTICE

			used for testing all components related to the application and reports. Interface test plans will be reviewed and approved by SOM prior to interface testing start.	
Testing and Acceptance	10.00% \$434,681.00	<p><b><u>Final Test Results Report:</u></b> Monster Testing Results Report</p> <p><b><u>Final Training Documentation:</u></b> Training Materials for Administrators, State Employees, Michigan Works! Staff, and aids for Public Citizens.</p> <p><b><u>Acceptance:</u></b> State of Michigan accepts the system for testing in QAT/UAT</p>	<p><b><u>Test Results Report:</u></b> MGS Testing Results Report is reviewed and accepted by SOM; the report is inclusive of the following components:            - Application            - Reporting</p> <p><b><u>Training Documentation:</u></b> Complete Training Materials for Administrators, State Employees, Michigan Works! Staff, and aids for Public Citizens are reviewed and approved by SOM.</p> <p><b><u>Acceptance:</u></b> SOM accepts the system for testing in SOM QAT, and all critical defects</p>	01/22/2024

# STATEMENT OF WORK - IT CHANGE NOTICE

			have been corrected without workaround. Critical defects include issues affecting the entire system or single critical function; system down or operating in a materially degraded state; data integrity at risk; widespread access interruptions; or any other defects deemed critical (as defined by the current version of the contract) by SOM	
Interfaces Development and Testing Complete	0%	<b><u>New Milestone</u></b>	<b><u>Interface Design Specifications:</u></b> Complete design specification for each interface detailing the functional and technical components of the implementation is reviewed and accepted by SOM.  <b><u>Interfaces Testing Complete:</u></b> All interfaces have completed	5/30/2024

# STATEMENT OF WORK - IT CHANGE NOTICE

			<p>development, testing activities have been completed and accepted by the SOM. At this point the system is ready for SOM UAT activities to take place.</p> <p><b>Testing Document:</b> MGS delivers the final complete test plan to the state inclusive of test cases used for testing all components related to interfaces. The document is reviewed and accepted by SOM.</p>	
Data Migration	<p>10.00%</p> <p>\$434,681.00</p>	<p>- Data Migration Dry run:</p> <p>- QAT: Completed and Approved</p> <p>- UAT: Completed and Approved</p> <p>- Performance Testing: Completed and Approved.</p>	<p><b>Data Refresh Dry run:</b></p> <p>- SOM QAT: Completed and Approved, such that all critical and high defects have been resolved without a workaround. High defects include primary component failures that materially</p>	6/20/2024

# STATEMENT OF WORK - IT CHANGE NOTICE

			<p>impair its performance or data access is materially impaired on a limited basis.</p> <p>- SOM UAT: Completed and Approved, such that all critical and high defects have been resolved to the SOM satisfaction and without a workaround.</p> <p><b><u>Test Results Report</u></b>          MGS Testing Results Report is reviewed and accepted by SOM; the report is inclusive of the following components:          - Data Migration testing          - Interface testing</p>	
Training	0.00%	<p>- End user Training Complete.</p> <p>- Training Documentation Complete/Final.</p>	<p>- Train the Trainer Training Complete and SOM provides approval.</p> <p>- Final Training Documentation Complete (for Go-</p>	8/19/2024

# STATEMENT OF WORK - IT CHANGE NOTICE

			Live) and SOM provides approval.	
Production	30.00% \$1,304,043.00	<b><u>Validate Production</u></b> MonsterWorks online service for State of Michigan (SOM) available in Production. Monster demo the product to show that the Production environment is provisioned.  - System Operational - Validated by SOM	<b><u>Validate Production</u></b> SOM has approved system for Go Live including:  - Performance Testing completed and Approved to the satisfaction of the State of Michigan.  - Performance test results report demonstrates that the system meets or exceeds performance metrics established by SOM (as defined by the current version of the contract).  - MonsterWorks online service for (SOM) available in Production  - MGS has demonstrated the product to SOM to show that the Production	10/07/2024



# STATEMENT OF WORK - IT CHANGE NOTICE

			environment is provisioned and working according to business requirements, and all critical and high defects have been corrected without workaround. - System Operational: all system components, both public facing and internal SOM, are fully operational and working, according to requirements, as validated and approved by SOM.	
Post Production Warranty	20.00% \$869,362.00	Acceptance of Final Design document and Final Implementation Document	- Acceptance of Final Design document and Final Implementation Document. These documents are reviewed and approved by SOM.  - All critical and high defects identified during the post-production warranty period have been corrected to the	1/7/2025

# STATEMENT OF WORK - IT CHANGE NOTICE

			SOM satisfaction and without a workaround.	
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## Schedule G – Data Conversion Results Report Updates:

### Revised Language:

The Contractor will deliver the final, complete Data Conversion Testing Report and Results to the State as identified in the Deliverable Expectation Document (DED). This report will attest that the converted data has been tested by the Contractor and is ready for production prior to the state performing UAT. This will include confirmation that all data that needs to be converted for the release to go-live has been reconciled to the legacy system, verified, and approved by the State. UAT will not commence until the State has approved the Data Conversion Testing Report and Results.

### TASKS:

Technical support is required to assist with the following tasks:

NA

### DELIVERABLES:

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

NA

### PROJECT CONTACTS:

The designated Agency Project Manager is:

Name	Matt Shields
Department	Labor & Economic Development Employment & Training
Area	Enterprise Information Management
Building/Floor	ELLIOTT-LARSEN BLDG
Address	320 S. Walnut
City/State/Zip	Lansing, MI 48933
Phone Number	517-599-6397
Fax Number	

# STATEMENT OF WORK - IT CHANGE NOTICE

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Email Address      shieldsm1@michigan.gov

The designated DTMB Project Manager is:

Name	Nancy Pulter
Department	Department of Technology, Management, and Budget
Area	Agency Services Supporting LEO, MEDC and Governors Office
Building/Floor	West St Joe Hwy, first floor
Address	4125 West St Joe Hwy
City/State/Zip	Lansing, MI 48917
Phone Number	517-881-1596
Fax Number	
Email Address	Pultern@Michigan.gov

# STATEMENT OF WORK - IT CHANGE NOTICE

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## **EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:**

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

**This purchase order is a release from Contract Number 230000000706. This purchase order, statement of work, and the terms and conditions of Contract Number 230000000706**

Contract Milestone Event	Payment	Deliverable(s)	Date
Project Planning	0.00%	Project Kick off	4/7/2023
Requirements and Design Validation	10.00% \$434,681.00	Validation Sessions Final Requirement Validation Document Design Document Implementation Document	6/26/2023
Provision Environment	10.00% \$434,681.00	<b><u>Validate Test</u></b> (MonsterWorks online service for State of Michigan (SOM) available in UAT. Monster demo the product to show that the Test environment is provisioned.)	9/24/2023
Installation and Configuration of Software	10.00% \$434,681.00	Final Solution and Testing Document- (Installation and configuration of software has been completed by MGS). Specific deliverable details will be confirmed in Deliverable Expectation Document (DED).  <b><u>Final Solution:</u></b> As described in the DED, Monster will provide a Requirements Traceability Matrix (RTM) document which lists each of the project requirements. All RTM items related to the application and reporting workstreams have a status of "development complete". The SOM will review and approve the document.  <b><u>Testing Document:</u></b> MGS delivers the complete test plan to SOM, including test cases to be used for testing all components related to the application and reports. Interface test plans will be reviewed and approved by SOM prior to interface testing start.	12/23/2023
Testing and Acceptance	10.00% \$434,681.00	<b><u>Test Results Report:</u></b> MGS Testing Results Report is reviewed and accepted by SOM; the report is inclusive of the following components: - Application - Reporting  <b><u>Training Documentation:</u></b> Complete Training Materials for Administrators, State Employees, Michigan Works! Staff, and aids for Public Citizens are reviewed and approved by SOM.  <b><u>Acceptance:</u></b> SOM accepts the system for testing in SOM QAT, and all critical defects have been corrected without workaround. Critical defects include issues affecting the entire system or single critical function; system down or operating in a materially degraded state; data integrity at risk; widespread access interruptions; or any other defects deemed critical (as defined by the current version of the contract) by SOM	01/22/2024
Interfaces Development and Testing Complete	0%	<b><u>Interface Design Specifications:</u></b> Complete design specification for each interface detailing the functional and technical components of the implementation is reviewed and accepted by SOM.  <b><u>Interfaces Testing Complete:</u></b> All interfaces have completed development, testing activities have been completed and accepted by the SOM. At this point the system is ready for SOM UAT activities to take place.  <b><u>Testing Document:</u></b> MGS delivers the final complete test plan to the state inclusive of test cases used for testing all components related to interfaces. The document is reviewed and accepted by SOM.	5/30/2024

Data Migration	10.00% \$434,681.00	<p>Data Refresh Dry run:</p> <ul style="list-style-type: none"> <li>- SOM QAT: Completed and Approved, such that all critical and high defects have been resolved without a workaround. High defects include primary component failures that materially impair its performance or data access is materially impaired on a limited basis.</li> <li>- SOM UAT: Completed and Approved, such that all critical and high defects have been resolved to the SOM satisfaction and without a workaround.</li> </ul> <p>Test Results Report MGS Testing Results Report is reviewed and accepted by SOM; the report is inclusive of the following components:</p> <ul style="list-style-type: none"> <li>- Data Migration testing</li> <li>- Interface testing</li> </ul>	6/20/2024
Training	0.00%	<ul style="list-style-type: none"> <li>- Train the Trainer Training Complete and SOM provides approval.</li> <li>- Final Training Documentation Complete (for Go-Live) and SOM provides approval.</li> </ul>	8/19/2024
Production	30.00% \$1,304,043.00	<p><b><u>Validate Production</u></b> SOM has approved system for Go Live including:</p> <ul style="list-style-type: none"> <li>- Performance Testing completed and Approved to the satisfaction of the State of Michigan.</li> <li>- Performance test results report demonstrates that the system meets or exceeds performance metrics established by SOM (as defined by the current version of the contract).</li> <li>- MonsterWorks online service for (SOM) available in Production</li> <li>- MGS has demonstrated the product to SOM to show that the Production environment is provisioned and working according to business requirements, and all critical and high defects have been corrected without workaround.</li> <li>- System Operational: all system components, both public facing and internal SOM, are fully operational and working, according to requirements, as validated and approved by SOM.</li> </ul>	10/07/2024
Post Production Warranty	20.00% \$869,362.00	<ul style="list-style-type: none"> <li>- Acceptance of Final Design document and Final Implementation Document. These documents are reviewed and approved by SOM.</li> <li>- All critical and high defects identified during the post-production warranty period have been corrected to the SOM satisfaction and without a workaround.</li> </ul>	1/7/2025



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **1**  
to  
Contract Number **230000000706**

<b>CONTRACTOR</b>	Monster Government Solutions, LLC
	133 Boston Post Rd.
	Weston, MA 02493
	Ronald Harrell
	703-270-7202
	ronald.harrell@monster.com
	VS0119051

<b>STATE</b>	<b>Program Manager</b>	Various	LEO
	<b>Contract Administrator</b>	Christopher Martin	DTMB
		(517) 643-2833 martinc20@michigan.gov	

CONTRACT SUMMARY				
WORKFORCE CASE MANAGEMENT SYSTEM				
INITIAL EFFECTIVE DATE		INITIAL EXPIRATION DATE		INITIAL AVAILABLE OPTIONS
March 30, 2023		March 29, 2028		5 - 1 Year
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"/>		March 29, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$8,647,142.00	\$0.00		\$8,647,142.00	
DESCRIPTION				
Effective 6/30/2023, the following amendments are incorporated into this Contract per attached Milestone table. This change replaces the Milestone table in Section 22 of the original Statement of Work and includes the following:				
<ul style="list-style-type: none"><li>• Updated Descriptions of Deliverables</li><li>• Updated Schedule Due Dates</li></ul>				
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
LEO	Matthew Shields	517-599-6397	ShieldsM1@michigan.gov
DTMB	Kalyan Murali	517-230-9434	MuraliK@michigan.gov



Contract Milestone Event	Payment	Deliverable(s)	Due Date
Project Planning	0.00%	Project Kick off	4/7/2023
Requirements and Design Validation	10.00%	Validation Sessions Final Requirement Validation Document Design Document Implementation Document	6/26/2023
Provision Environment	10.00%	<b><u>Validate Test</u></b> (MonsterWorks online service for State of Michigan (SOM) available in UAT. Monster demo the product to show that the Test environment is provisioned.)	9/24/2023
Installation and Configuration of Software	10.00%	Final Solution and Testing Document- (Installation and configuration of software complete) Specific deliverable details will be confirmed in Deliverable Expectation Document (DED).  <b><u>Final Solution:</u></b> Monster configured their MonsterWorks software for SOM requirements, software is ready for Monster System Integration Testing phase.  <b><u>Testing Document:</u></b> Monster delivers the test plan including test cases to be used for testing all components related to testing.	12/23/2023
Testing and Acceptance	10.00%	<b><u>Final Test Results Report:</u></b> Monster Testing Results Report <b><u>Final Training Documentation:</u></b> Training Materials for Administrators, State Employees, Michigan Works! Staff, and aids for Public Citizens. <b><u>Acceptance:</u></b> State of Michigan accepts the system for testing in QAT/UAT.	01/22/2024
Data Migration	10.00%	- Data Migration Dry run: - QAT: Completed and Approved - UAT: Completed and Approved - Performance Testing: Completed and Approved.	6/20/2024
Training	0.00%	- End user Training Complete. - Training Documentation Complete/Final.	8/19/2024
Production	30.00%	<b><u>Validate Production</u></b> MonsterWorks online service for State of Michigan (SOM) available in Production. Monster demo the product to show that the Production environment is provisioned.  - System Operational - Validated by SOM	10/07/2024
Post Production Warranty	20.00%	Acceptance of Final Design document and Final Implementation Document	1/7/2025



**STATE OF MICHIGAN PROCUREMENT**  
Department of Technology Management & Budget  
320 South Walnut Street  
PO Box 30026  
Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **230000000706**  
between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	Monster Government Solutions, LLC
	133 Boston Post Road
	Weston, MA 02493
	Ronald Harrell
	703-270-7202
	ronald.harrell@monster.com
	VS0119051

<b>STATE</b>	Program Manager	Multi	Multi
	Contract Administrator	Christopher Martin	DTMB
		517-643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Workforce Case Management System			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
3/30/2023	3/29/2028	5, One-Year	3/13/2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$8,647,142.00

Program Managers  
for  
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Kalyan Murali	517-230-9434	muralik@michigan.gov
LEO	Matt Shields	517-599-6397	shieldsm1@michigan.gov

# SOFTWARE CONTRACT TERMS AND CONDITIONS

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These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this “Contract”) are agreed to between the State of Michigan (the “**State**”) and Monster Government Solutions, LLC (“**Contractor**”), a DELAWARE LIMITED LIABILITY COMPANY. This Contract is effective on 3/30/2023 (“**Effective Date**”), and unless terminated, will expire on 3/29/2028 (the “**Term**”).

This Contract may be renewed for up to five additional one-year period(s) through 1/31/2033. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Confidential Information”** has the meaning set forth in **Section 22.1**.

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

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

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

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

**“Contractor’s Bid Response”** means the Contractor’s proposal submitted in response to the Solicitation Type.

**“Contractor Hosted”** means the Hosted Services are provided by Contractor or one or more of its Permitted Subcontractors.

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

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

**“Customization”** means State-specific changes to the Software's underlying Source Code or structural data model changes.

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

**“Deposit Material”** refers to material required to be deposited pursuant to **Section 28**.

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

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

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

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

**“Financial Audit Period”** has the meaning set forth in **Section 23.1**.

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

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

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

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

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

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

**“Key Personnel”** means any Contractor Personnel identified as key personnel in the Contract.

**“Loss or Losses”** means all losses, including but not limited to, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

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

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

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

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

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

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

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

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

**“Permitted Subcontractor”** means any third party hired by Contractor to perform Services for the State under this Contract or have access to State Data.

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

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

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

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

**“RFP”** means the State's request for proposal designed to solicit responses for Services under this Contract.



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

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

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

**“Software”** means Contractor's software as set forth in a Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Customizations or Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract.

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

**“Specifications”** means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, Request for Proposal or Contractor's Bid Response, if any, for such Software, or elsewhere in a Statement of Work.

**“State”** means the State of Michigan.

**“State Data”** has the meaning set forth in **Section 21.1**.

**“State Hosted”** means the Hosted Services are not provided by Contractor or one or more of its Permitted Subcontractors.

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

**“State Program Managers”** are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b)

co-sign off on Acceptance of the Software and other Deliverables; and (c) perform other duties as may be specified in a Statement of Work Program Managers will be identified in a Statement of Work.

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

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

**“Stop Work Order”** has the meaning set forth in **Section 15**.

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

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

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

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

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

**“Transition Period”** has the meaning set forth in **Section 16.3**.

**“Transition Responsibilities”** has the meaning set forth in **Section 16.3**.

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

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

**“User Data”** means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, Processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data

does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input without the inclusion of user derived Information or additional user input.

**“Warranty Period”** means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software and for which Support Services are provided free of charge.

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

**“Work Product”** means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to Customizations, application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

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

**2.1 Statement of Work Requirements.** No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of a Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and incorporated into this Contract. The State will have the right to terminate such Statement of Work as set forth in **Section 16**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

**2.2 Change Control Process.** The State may at any time request in writing (each, a **“Change Request”**) changes to a Statement of Work, including changes to the Services and Implementation Plan (each, a **“Change”**). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2.2**.

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

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

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

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

- (i) require Contractor to perform the Services under a Statement of Work without the Change;
- (ii) require Contractor to continue to negotiate a Change Notice;
- (iii) initiate a Dispute Resolution Procedure; or

- (iv) notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Section 16.1**.

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

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

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

### 2.3 Contractor Personnel.

(a) Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

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

- (i) ensure that such Contractor Personnel have the legal right to work in the United States;
- (ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and

- (iii) upon request, or as otherwise specified in a Statement of Work, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks on Contractor Personnel. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

(c) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

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

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

(a) Contractor Project Manager must:

- (i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;

- (ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and
- (iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

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

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

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

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

## 2.5 Contractor's Key Personnel.

(a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State Program Managers or their designees, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness,



disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 16.1**.

(c) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to determine and remedy the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 16**, Contractor will issue to the State an amount equal to \$25,000 per individual (each, an "**Unauthorized Removal Credit**").

(d) Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection 2.5(c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

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

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

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

(c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and



other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

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

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

If to State:	If to Contractor:
Christopher Martin 320 South Walnut Street PO Box 30026 Lansing, MI 48909 martinc20@michigan.gov 517-643-2833	Ronald Harrell 133 Boston Post Road Weston, MA 02493 ronald.harrell@monster.com 703.270.7202

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

## **5. Software License.**

**5.1 Perpetual License.** If Contractor is providing the State with a license to use its Software indefinitely, then Contractor hereby grants to the State and its Authorized Users a non-exclusive, royalty-free, perpetual, irrevocable right and license to use the Software and Documentation in accordance with the terms and conditions of this Contract, provided that:

(a) The State is prohibited from reverse engineering or decompiling the Software, making derivative works, modifying, adapting or copying the Software except as is expressly permitted by this Contract or required to be permitted by law;

(b) The State is authorized to make copies of the Software for backup, disaster recovery, and archival purposes;

(c) The State is authorized to make copies of the Software to establish a test environment to conduct Acceptance Testing;

(d) Title to and ownership of the Software shall at all times remain with Contractor and/or it's licensors, as applicable; and

(e) Except as expressly agreed in writing, the State is not permitted to sublicense the use of the Software or any accompanying Documentation.

**5.2 Subscription License.** If the Software is Contractor Hosted and Contractor is providing the State access to use its Software during the Term of the Contract only, then:

(a) Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- (i) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;
- (ii) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software;
- (iii) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Software under this Contract; and
- (iv) access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Software hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described in **Section 3.2(c)** below.

(b) License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable Law.

(c) Use. The State will pay Contractor the corresponding Fees set forth in a Statement of Work or Pricing Schedule for all Authorized Users access and use of the Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Software, including any excess use.

**5.3 Certification.** To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with this **Section 5**. Such written certification may occur no more than once in any twenty four (24) month period during the Term of the Contract. The State will respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in **Schedule B**, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.

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

**6. Third Party Components.** At least 30 calendar days prior to adding new Third Party Components, Contractor will provide the State with notification information identifying and describing the addition. Throughout the Term, on an annual basis, Contractor will provide updated information identifying and describing any Approved Third Party Components included in the Software.

## **7. Intellectual Property Rights**

### **7.1 Ownership Rights in Software**

(a) For purposes of this **Section 7** only, the term "Software" does not include Customizations.

(b) Subject to the rights and licenses granted by Contractor in this Contract and the provisions of **Section 7.1(c)**:

- (i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and

- (ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

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

7.2 The State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

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

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

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

## **8. Software Implementation.**

8.1 Implementation. Contractor will as applicable; deliver, install, configure, integrate, and otherwise provide and make fully operational the Software on or prior to the applicable Milestone Date in accordance with the criteria set forth in a Statement of Work and the Implementation Plan.

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

## **9. Software Acceptance Testing.**

#### 9.1 Acceptance Testing.

(a) Unless otherwise specified in a Statement of Work, upon installation of the Software, or in the case of Contractor Hosted Software, when Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following installation of the Software, or the receipt by the State of the notification in **Section 9.1(a)**, and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in a Statement of Work (the “**Testing Period**”). Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:

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

9.2 Contractor is solely responsible for all costs and expenses related to Contractor’s performance of, participation in, and observation of Acceptance Testing.

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

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

9.3 Notices of Completion, Non-Conformities, and Acceptance. Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any

Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

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

(b) If such notice is provided by the State, is signed by the State Program Managers or their designees, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

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

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

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

(a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

(b) receipt of the State's notice under **Section 9.1(a)** or **Section 9.3(c)(i)**, identifying any Non-Conformities.

**9.5 Repeated Failure of Acceptance Tests.** If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or

Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

- (a) continue the process set forth in this **Section 9**;
- (b) accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or
- (c) deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract for cause in accordance with **Section 16.1**.

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

## **10. Non-Software Acceptance.**

10.1 All other non-Software Services and Deliverables are subject to inspection and testing by the State within 30 calendar days of the State’s receipt of them (“State Review Period”), unless otherwise provided in the Statement of Work. If the non-Software Services and Deliverables are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the non-Software Services and Deliverables are accepted but noted deficiencies must be corrected; or (b) the non-Software Services and Deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the non-Software Services and Deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 16.1**, Termination for Cause.

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



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

**11. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

**12. Change of Control.** Contractor will notify the State, within 30 calendar days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following:

- (a) a sale of more than 50% of Contractor's stock;
- (b) a sale of substantially all of Contractor's assets;
- (c) a change in a majority of Contractor's board members;
- (d) consummation of a merger or consolidation of Contractor with any other entity;
- (e) a change in ownership through a transaction or series of transactions;
- (f) or the board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

### **13. Invoices and Payment.**

13.1 Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 calendar days of the State's receipt. Contractor may only charge for Services and Deliverables provided as specified in Statement(s) of Work. Invoices must include an itemized statement of all



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

13.2 The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Services and Deliverables. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

13.3 The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

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

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

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

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

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

#### **14. Liquidated Damages.**

14.1 The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with the Implementation Plan and Milestone Dates agreed to by the parties will interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance are described in a Statement of Work, and that these amounts are reasonable estimates of the State's damages in accordance with applicable law.

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

14.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 16.1** and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

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

**15. Stop Work Order.** The State may, at any time, order the Services of Contractor fully or partially stopped for up to ninety (90) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a

**“Stop Work Order”**). Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either:

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

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

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

- (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:
  - (i) endangers the value, integrity, or security of State Systems, State Data, or the State’s facilities or personnel;
  - (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or
  - (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
- (b) If the State terminates this Contract under this **Section 16.1**, the State will issue a termination notice specifying whether Contractor must:
  - (i) cease performance immediately. Contractor must submit all invoices for Services accepted by the State within 30 calendar days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or
  - (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for public interest, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 16.2**.
- (c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State’s right to set off

any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Fees. Further, Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

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

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

(b) continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for public interest, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

**16.3 Transition Responsibilities.**

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

- (i) continuing to perform the Services at the established Contract rates;
- (ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee;
- (iii) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with **Section 22.5** regarding the return or destruction of State Data at the conclusion of the Transition Period; and

- (iv) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the “**Transition Responsibilities**”). The Term of this Contract is automatically extended through the end of the Transition Period.

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

## **17. Indemnification**

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

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

(b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any third party;

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

(d) any acts or omissions of Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

(a) regular updates on proceeding status;

(b) participate in the defense of the proceeding;

(c) employ its own counsel; and to

(d) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 17**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

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

## **18. Infringement Remedies.**

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

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

- (a) procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or
- (b) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

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

- (a) refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Software provided under a Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and
- (b) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

18.4 If Contractor directs the State to cease using any Software under **Section 18.3**, the State may terminate this Contract for cause under **Section 16.1**. Unless the claim arose against the Software independently of any of the actions specified below, Contractor will have no liability for any claim of infringement arising solely from:

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

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

## **19. Disclaimer of Damages and Limitation of Liability.**

19.1 The State's Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

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

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

(a) a criminal Proceeding;

(b) a parole or probation Proceeding;

(c) a Proceeding under the Sarbanes-Oxley Act;

(d) a civil Proceeding involving:

(i) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or

(ii) a governmental or public entity's claim or written allegation of fraud; or



(e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

## **21. State Data.**

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

- (a) User Data; and
- (b) any other data collected, used, Processed, stored, or generated by the State in connection with the Services, including but not limited to:
  - (i) personally identifiable information ("**PII**") collected, used, Processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and
  - (ii) personal health information ("**PHI**") collected, used, Processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations.

21.2 State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

21.3 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must:

- (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;
- (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;
- (c) keep and maintain State Data in the continental United States and



(d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent.

21.4 Discovery. Contractor will immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Software and Hosted Services, if applicable. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. In no event will Contract provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

21.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, integrity, or availability of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

(a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence;

(b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;

(c) in the case of PII or PHI, at the State's sole election:

(i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or

(ii) reimburse the State for any costs in notifying the affected individuals;

(d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals;

(e) perform or take any other actions required to comply with applicable law as a result of the occurrence;

(f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;

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

(h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and

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

21.6 The parties agree that any damages relating to a breach of **Section 21.6** are to be considered direct damages and not consequential damages. **Section 21** survives termination or expiration of this Contract.

**22. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. This **Section 22** survives termination or expiration of this Contract.

**22.1 Meaning of Confidential Information.** The term "**Confidential Information**" means all information and documentation of a party that:

(a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;

(b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or,

(c) should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was or is:

(d) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA);

(e) already in the possession of the receiving party without an obligation of confidentiality;

(f) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;

(g) obtained from a source other than the disclosing party without an obligation of confidentiality; or,

(h) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

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

(a) the subcontractor is a Permitted Subcontractor;

(b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and

(c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's and Permitted Subcontractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 22.2**.

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

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

**22.5 Surrender of Confidential Information upon Termination.** Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within five (5) Business Days from the date of confirmation from the State.

## **23. Records Maintenance, Inspection, Examination, and Audit.**

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

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

23.3 Application. This **Section 23** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

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

(a) Free of charge during the Warranty Period.

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

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

**26. Training**. Contractor will provide, at no additional charge, training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in a Statement of Work. Upon the State's request, Contractor will timely provide training for additional Authorized Users or other additional training on all uses of

the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

## **27. Maintenance Releases; New Versions**

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

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

**27.3 Installation.** The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State will have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in a Statement of Work. Contractor will provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and Accepted by the State. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

## **28. Reserved**

## **29. Contractor Representations and Warranties.**

**29.1 Authority.** Contractor represents and warrants to the State that:

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and

(d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

(e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

**29.2 Bid Response.** Contractor represents and warrants to the State that:

(a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the Request for Proposal; 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;

(b) All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;

(c) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and

(d) If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

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

(a) it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b) it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;



(c) it has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(d) the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(e) neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

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

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

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

(g) as provided by Contractor, the Software and Services do not and will not at any time during the Term contain any:

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

(h) all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature; and

(i) it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices



for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract and will devote adequate resources to meet Contractor's obligations under this Contract;.

(j) when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract and the Documentation;

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

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

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

(n) If Contractor Hosted:

(i) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;

(ii) the Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in the Service Level Agreement;

(iii) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to

perform the Services will the Hosted Services have any material undocumented feature;

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

**29.4 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT.

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

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

**32. Compliance with Laws.** Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.

**33. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive [2019-09](#), Contractor and its subcontractors

agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive [2019-09](#)), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

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

**35. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

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

### **37. Force Majeure**

**37.1 Force Majeure Events.** Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**37.2 State Performance; Termination.** In the event of a Force Majeure Event affecting Contractor's performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

**37.3 Exclusions; Non-suspended Obligations.** Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

(a) in no event will any of the following be considered a Force Majeure Event:

- (i) shutdowns, disruptions or malfunctions of Hosted Services or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Hosted Services; or
- (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Sections 21** (State Data), **22** (Non-Disclosure of Confidential Information), or **17** (Indemnification) of the Contract, Disaster Recovery and Backup requirements set forth in the Service Level Agreement, Availability Requirement (if Contractor Hosted ) defined in the Service Level Agreement, or any data retention or security requirements under the Contract.

**38. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within

fifteen (15) business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

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

**40. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

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

**42. Survival.** The rights, obligations and conditions set forth in this **Section 42** and **Section 1** (Definitions), **Section** (Transition Responsibilities), **Section 17** (Indemnification), **Section 19** (Disclaimer of Damages and Limitations of Liability), **Section 21** (State Data), **Section 22** (Non-Disclosure of Confidential information), **Section 29** (Contractor Representations and Warranties), **Section 53** (Effect of Contractor Bankruptcy) and **Schedule C** Insurance, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration.

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

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

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

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

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

**44. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

44.1 Upon written agreement between the State and Contractor, this contract may also be extended to:

(a) other states (including governmental subdivisions and authorized entities);  
and

(b) State of Michigan employees.

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

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

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

**46. HIPAA Compliance.** The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

**47. Accessibility Requirements.**

47.1 All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must

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

- (a) maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;
- (b) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;
- (c) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;
- (d) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;
- (e) upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and
- (f) participate in the State of Michigan Digital Standards Review described below.

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

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



the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 16.1**.

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

47.5 Failure to comply with the requirements in this **Section 47** shall constitute a material breach of this Contract.

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

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

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

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

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



equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

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

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

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

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

<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing Schedule
<b>Schedule C</b>	Insurance Schedule
<b>Schedule D</b>	Service Level Agreement
<b>Schedule E</b>	Data Security Requirements
<b>Schedule F</b>	Disaster Recovery Plan (if Contractor Hosted)
<b>Schedule G</b>	Transition Plan

**55. Counterparts.** This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this

Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

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

## SCHEDULE A - STATEMENT OF WORK

### 1. DEFINITIONS

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

Term	Definition
DTMB	Department of Technology, Management, and Budget
LEO	Department of Labor and Economic Opportunity
LEO-E&T	Department of Labor and Economic Opportunity – Employment and Training
MWA	Michigan Works! Agency
OSMIS	One-Stop Management Information System
SNAP	Supplemental Nutrition Assistance Program
SOM	State of Michigan
TAA	Trade Adjustment Assistance Act
TANF	Temporary Assistance for Needy Families
WIOA	Workforce Innovation and Opportunity Act

### 2. BACKGROUND

LEO's mission is to expand economic opportunity and prosperity for all. To accomplish this, LEO-E&T supports a demand driven workforce system, assists the structurally unemployed with financial independence, advocates for the integration of workforce development into the K-12 system, and supports the alignment of workforce development with economic development efforts. LEO-E&T is responsible for implementing key workforce and education programs, including the Workforce Innovation and Opportunity Act (WIOA), Trade Adjustment Assistance Act (TAA), Wagner-Peyser Employment Services Act, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program - Employment and Training (SNAP E&T), and other state and federal workforce programs.

The current One-Stop Management Information System (OSMIS) is a web-based database that collects and stores information about customers of Michigan's workforce system. The data is required for federal and state reporting. The replacement system must collect and store data required for compliance with the programs identified above. These programs are critical components in ensuring Michigan's businesses have access to a skilled workforce and assisting Michigan residents' transition from public assistance to family sustaining employment and wages.

The current OSMIS is a database system with numerous key features and components. Each component makes use of a single applicant record that contains all the information about that person. OSMIS is a Web-based system, with a login process that maintains security for the system. Service providers enter information into the OSMIS database about the services delivered to customers. Data can only be entered by and is only displayed to, users who have system permission to see and use the information. Information entered is available immediately after entering the data (real-time updates).

In 2015 LEO-E&T and Michigan Works! Agency (MWA) staff completed a vendor facilitated system requirements gathering and gap analysis to document high-level functional needs for the OSMIS Case Management conversion project. These initial requirements documents were received and reviewed by Department of Technology Budget and Management, (DTMB), OSMIS support staff, and feedback was provided to LEO-E&T for next steps to enhance OSMIS and transform the application into a case management solution. In February 2019, a Lean Process Improvement (LPI) was conducted to gather additional detail about the requirements for the case management system.

## PURPOSE

The State is seeking *either a Contractor Hosted or State Hosted* Software Solution and applicable Services

Implement a customer-centered, case management system that assists workforce staff in collecting required reporting information, directing customers toward appropriate services based on their individualized employment plans, and tracking those services from customer entry through the conclusion of services, follow up activities, and required reporting.

Improve user interfaces (screens), menus, navigation, automation, and reporting for a consistent look and feel that is ADA compliant. Data collection and reporting requirements include: federal Training and Employment Guidelines (TEGLs), and state issued Policy Issuances (PIs), including the Participant Individual Record Layout (PIRL) for federal reporting.

## 3. IT ENVIRONMENT RESPONSIBILITIES

Contractor will provide a subscription-based, Contractor-Hosted solution, MonsterWorks.

Contractor utilizes an industry-best practices “Defense-in-Depth” strategy to provide a multi-layered system of controls aimed at minimizing the risks to the Confidentiality, Availability, and Integrity of its IT Systems and Information, wherever it exists and in whatever form. By investing in people and processes Contractor provides industry-leading protection for the data that our customers entrust to us.

Contractor staff undergo annual security awareness training as well as ad-hoc anti-phishing tests to help minimize the likelihood of any phishing attacks being successful.

Contractor operates an effective and holistic approach to monitoring, both within its web application architecture and the supporting infrastructure. The team deploys technical, operational, and management security controls to harden the system and ensure that Monster Worldwide, Inc. maintains a mature and proactive approach to addressing the constantly evolving threat landscape.

Contractor has robust procedures in place for addressing suspected or known security incidents. Contractor follows its Incident Response Policy & Plan to identify and remediate a suspected known security incident. This plan includes, for example:

- Reporting Processes
- Event Management Processes
- Defined Roles and Responsibilities
- Escalation Paths
- Disciplinary Measures

The Contractor Information Security Team leads the incident response protocol by investigating to determine if, in fact, an incident has occurred. In the event of an incident, Contractor’s current practice and underlying Incident Response Policy & Plan defines and verifies the steps and actions to be taken to notify, respond, contain, eradicate, recover from, and minimize data loss from potential or confirmed information security incidents, data breaches or fraud attempts.

The Contractor IT Security Team uses an industry-standard, two-layer scanning approach to detect vulnerabilities. The team consistently runs regular/ongoing external and internal scans on both an automated and ad hoc basis to detect vulnerabilities and ensure that security patching is up to date.

Contractor also tests for vulnerabilities to SQL injection, SSI injection, Cross Site Scripting (XSS) attacks, denial of service attacks, OS Command Injection, LDAP injection, buffer overflows, content spoofing, and brute forcing.

Contractor agrees to share our completed third-party SOC 2 Type II reports with the State.

**For a Contractor Hosted Software Solution:**

## Definitions:

**Facilities** – Physical buildings containing Infrastructure and supporting services, including physical access security, power connectivity and generators, HVAC systems, communications connectivity access and safety systems such as fire suppression.

**Infrastructure** – Hardware, firmware, software, and networks, provided to develop, test, deliver, monitor, manage, and support IT services which are not included under Platform and Application.

**Platform** – Computing server software components including operating system (OS), middleware (e.g. Java runtime, .NET runtime, integration, etc.), database and other services to host applications

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

**Storage** – Physical data storage devices, usually implemented using virtual partitioning, which store software and data for IT system operations

**Backup** – Storage and services that provide online and offline redundant copies of software and data

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

Component Matrix	Identify contract components with contractor or subcontractor name(s), if applicable
Facilities	<ul style="list-style-type: none"> <li>▪ Equinix / Iron Mountain – Datacenter Colocation – Contractor has no facility responsibility. All physical and environmental security functions are handled by the colocation provider.</li> <li>▪ Amazon Web Services - Using shared service model.</li> </ul>
Infrastructure	Colocation facilities: <ul style="list-style-type: none"> <li>▪ Cisco / Dell – Servers</li> <li>▪ Cisco / F5 – Network</li> <li>▪ AWS – Shared Service Model</li> </ul>
Platform	<ul style="list-style-type: none"> <li>▪ Microsoft – OS, Database, Front end</li> <li>▪ VMware – Hypervisor</li> <li>▪ Redhat / CentOS - OS</li> <li>▪ Oracle. – Java</li> </ul>

	<ul style="list-style-type: none"> <li>▪ AWS – Shared service Model</li> </ul>
Application	<p>The MonsterWorks application is developed in-house by Contractor. If contractors are required for surge load, Contractor will use:</p> <ul style="list-style-type: none"> <li>▪ Beacon Hill</li> <li>▪ Eliassen Group</li> <li>▪ Syrinx Consulting</li> </ul>
Storage	<ul style="list-style-type: none"> <li>▪ Colocation: Dell / EMC</li> <li>▪ AWS – Shared service Model</li> </ul>
Backup	<ul style="list-style-type: none"> <li>▪ Colocation: Veritas</li> <li>▪ AWS: Shared service model</li> </ul>
Development	<p>The MonsterWorks application is developed in house by Contractor. If contractors are required for surge load, Contractor will use:</p> <ul style="list-style-type: none"> <li>▪ Beacon Hill</li> <li>▪ Eliassen Group</li> <li>▪ Syrinx Consulting</li> </ul>

The MonsterWorks solution will not require any subcontractors to deliver the requirements of this Contract.

#### 4. ADA COMPLIANCE

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

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

Each PAT must state exactly how the product meets the specifications. All “Not Applicable” (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to

support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.0 Level AA, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines.

The MonsterWorks system conforms to Web Content Accessibility Guidelines (WCAG) level 2 and W3C standards whenever technically possible. The system also meets Section 508 (ADA standards) and compliance. Contractor also conducts compliance testing using the current version of JAWS for screen reader compatibility, and will comply with any change in 508 standards, where appropriate or where directed. Contractor must provide completed PATs for the solution prior to software acceptance beginning.

The application is built with Angular Material User Interface (UI) components that are based on Google's Material Design specification, which is designed to support accessibility principles intended to meet Web Content Accessibility Guidelines (WCAG) requirements. As part of the development process, UX designers provide essential guidance such as page layout, navigation, and color palette(s) to achieve a consistent, intuitive user experience.

From a testing perspective, tools such as the WAVE browser extension are utilized to identify errors and warnings. Also, the JAWS screen reader is utilized to fully evaluate the accessibility of all content.

## 5. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	Read and Write	50,000*	1000*
State Employee	Read, Write, and Admin	100	20
Michigan Works!	Read, Write, and Admin	3000	100
Approved Third Party (Vendor)	Admin	TBD	TBD

\*The public has not previously had access to the system, so these are estimates only. Contractor Solution must meet the expected number of concurrent Users.

MonsterWorks has been designed, implemented, and tested utilizing Contractor's best practices for performance, scalability as well as security. The MonsterWorks system shares its infrastructure with Contractor's Monster.com system, which is configured to support tens of thousands of simultaneous users without experiencing performance



degradation. Thus, the infrastructure can be dynamically expanded to meet any traffic spike.

Like all web applications, the MonsterWorks system displays pages that have differing levels of complexity and therefore require more processing time. Pages that include more static content will display faster than pages that have data-driven forms and reports. The MonsterWorks System will meet the following performance thresholds:

- MonsterWorks will provide a response time of less than 2 seconds for accessing low complexity pages composed of mostly static text and other non-computationally intensive elements.
- MonsterWorks will provide a response time of less than 5 seconds for accessing medium complexity pages composed of some static text along with dynamic text related to a single entity retrieved from the database.
- MonsterWorks will provide a response time of less than 5 seconds for 90% of all searches. The remaining 10% will complete in less than 15 seconds.
- MonsterWorks will provide a response time of less than 15 seconds for accessing any level of complexity pages composed of dynamically generated text, images, multimedia elements, many computationally intensive elements, and calls to external, non-cacheable services.

To achieve these times, the end user must have a high-speed Internet connection. Performing a speed test from the local machine, performance of 115 Megabits per second download and 15 Megabits per second upload is required. Contractor cannot guarantee performance for the State's digital assets and network. There are many factors that can impact the end user's experience of cloud-based applications, most notable are available bandwidth not meeting demand, improper firewall or switch configuration, and ISP connectivity issues.

## 6. ACCESS CONTROL AND AUTHENTICATION

The Contractor's solution must integrate with the State's IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy ([https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56345\\_56351\\_69611-336646--,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56345_56351_69611-336646--,00.html)), which consist of:

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

6.2 MILogin Identity Federation. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.

6.3 MILogin Multi Factor Authentication (MFA, based on system data classification requirements). Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security Policy (i.e. the solution must comply with PHI, PCI, CJIS, IRS, and other standards).

6.4 MILogin Identity Proofing Services (based on system data classification requirements). A system that verifies individual's identities before the State allows access to its IT system. This service is based on "life history" or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

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

The MonsterWorks system provides automated, role-based digital identity management through SAML-based Single Sign-On (SSO) using SOAP/REST protocols, allowing State users to log on across multiple integrated State systems with their enterprise ID. During the project implementation phase, Contractor will work with the appropriate State resources to add MonsterWorks to the State's MILogin federation.

## 7. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract unless otherwise directed by the State and as required by Federal regulation.

The MonsterWorks system will keep all data online and available to the State, through the duration of the contract, until it is purged upon contract completion using NIST compliant data sanitization procedures.

For data backup in Contractor's co-located data centers, the process consists of several different technologies to safeguard data. MS SQL backups are created using a third-party backup software, LiteSpeed, which creates encrypted full and transaction log backups. These files are written to the local system, NetBackup software archives to a Virtual Tape Library (VTL). Two full weeks on the VTL are held onsite. Weekend backups are duplicated to tape and encrypted via Quantum Key Encryption Manager (Q-EKM).

Physical tapes are sent offsite to Iron Mountain for vaulting. The end of weeks 1, 2, and 3 (of the month) are held offsite for a period of six weeks and then recycled back as scratch media. Week 4 backups are retained offsite for a period of two years and are then recycled back as scratch media.

Services hosted in AWS are backed up according to policy using a combination of AWS managed backup services, RDS snapshots, and database replicas in different Availability Zones. S3 buckets used for storing objects and documents have versioning enabled to quickly rollback or restore in the event of corruption.

## 8. END USER OPERATING ENVIRONMENT

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

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

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

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

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

Contractor has reviewed the list of browsers responsible for at least 2% of the site traffic. As of this time, the list is: Chrome 49.09%, Safari 35.32%, Edge 5.65%, Internet Explorer 2.43%, Samsung Internet 2.19%, and Firefox 2.10%. Contractor agrees to support the current version of these browsers as well as supporting new browsers once they achieve 2% of the MonsterWorks traffic threshold.

In order for a browser to be supported by Monster, it must also be supported by its software vendor. This ensures that any issues, including security vulnerabilities, are remediated by the vendor.

Since MonsterWorks is a SaaS solution, it only needs to rely on the State's web browsers and network bandwidth to function. Contractor will monitor the browser access patterns and as they change over time, will add and/or remove support for browsers as they cross the 2% traffic threshold.

The MonsterWorks system is a Software-as-a-Service (SaaS) solution, meaning that users can access a commercially developed computer application/system via the web during the contract period of performance. This is also referred to as "the cloud" or "cloud

computing”, meaning that instead of all the hardware and software physically existing on the customer’s computer or at the customer’s facility, it is provided by the vendor as a service. As such, the underlying computer application and equipment is owned by the vendor and all data collected/processed/stored by the system (and derivative outputs, such as reports, user records, etc.) is owned by the customer and transferred to the customer at the end of the contract.

Contractor may need access to State facilities so Contractor personnel can interact directly with State employees for meetings. Contractor recommends the State plan on allocating three office cubicles for Contractor personnel during the project implementation phase, reducing to two office cubicles post launch.

For general releases, each release will include release notes that list pertinent enhancements and fixes to the software, including JIRA tickets, which are addressed as part of the release. In addition to the release notes, the new release candidate will be available for the State to review in a non-production environment. Upcoming changes to the software or environment will also be discussed during meetings with the Project Manager (PM) during the PMO’s regularly scheduled meetings.

For any requirements that are not delivered as part of the standard SaaS offering, Contractor will work through the requirements with the State. Specifically, if additional functional, system, or technical requirements need to be captured, the PM will work with the various State’s stakeholders and Contractor’s Development Team to capture and formalize the requirements and then determine if a change order needs to be issued.

Contractor’s approach to requirements gathering as described above includes the State sharing its overall vision with the Contractor’s Team on the project itself and all relevant details. Contractor will include Product Owners in the initial conversations so they can hear the business needs directly from the State. Contractor will then layout the information into user stories, and if needed, mock-ups of the solution. Contractor will then present them to the State for approval, or if needed, Contractor will rework the solution until the State approves it.

After requirements are approved by the State, and any contractual obligations are completed, Contractor will create mock-ups (if needed), create stories, and define a sprint(s) for the development effort. Then a release vehicle can be defined and communicated to the customer. Contractor’s solution meets, and in many cases exceeds, the State’s requirements either through existing functionality, or through product configuration/enhancement during implementation. During implementation, Contractor will meet with stakeholders to review system requirements based on the State’s business needs. The requirements are then matched against the capabilities of the software system being put in place.

Contractor will engage with the State in performing any required Fit/Gap analysis (whether it be in requirements gathering or a different task). The requirements list will be annotated with whether it represents a fit, and method of fit, or if it is a gap and the approach for closing the gap.

The MonsterWorks system is browser neutral and does not require any plug-ins.

## 9. SOFTWARE

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

### Look and Feel Standards

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

### Mobile Responsiveness

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

The following components are used in connection with the MonsterWorks system:

### UI App Dependencies:

- Angular - Angular is a TypeScript-based open-source web application framework, a platform for building mobile and desktop web applications.
- Node.js - JavaScript runtime.
- RxJS - RxJS is a library for composing asynchronous and event-based programs by using observable sequences.
- Fontawesome - vector icons and social logos for websites with Font Awesome icon set and toolkit.
- tslib - a runtime library for Typescript compiler used to compile a library.
- uuid - For the creation of RFC4122 UUIDs.
- compodoc - Generates Angular project documentation.
- Nrwl Nx — An open source toolkit for enterprise Angular applications.
- angular2-signaturepad - Angular 2 component for signature pad.
- Bootstrap - a free and open-source CSS framework directed at responsive, mobile-first front-end web development.
- Chart.js - JavaScript HTML5 based charting library.
- ng2-charts - combine Chart.js with Angular with access to Angular directives used to include charts from the Chart.js library.
- Lodash-es - a JavaScript library which provides utility functions for common programming tasks like working with arrays, numbers, objects, strings, etc.
- ngx-cookie-service - Angular 9 IVY Ready service for cookies.
- Zone.js - provides execution context that persists across async tasks.
- Jasmine - a behavior-driven development framework for testing JavaScript code.
- Karma - tool that allows you to execute JavaScript code in multiple real browsers. The main purpose of Karma is to make test development easy.

- codelyzer - is a tool that sits on top of TSLint and checks whether Angular TypeScript projects follow a set of linting rules.
- prettier - An opinionated code formatter.
- Protractor - an end-to-end test framework for Angular and AngularJS applications.
- ts-node - an executable, which allows TypeScript to be run seamlessly in a Node.js.
- typescript - TypeScript is a superset developed and maintained by Microsoft. It is a strict syntactical superset of JavaScript and adds optional static typing to the language.
- @ckeditor - rich text editor for web.
- chartjs-adapter-moment - extension for chart.js.
- chartjs-plugin-datalabels - extension for chart.js.
- moment - library for work with dates.
- concurrently - task automation library.
- auth0-angular - A library for integrating Auth0 into an Angular application.
- colortranslator - A JavaScript library, written in TypeScript, to convert among different color models.
- angular-eslint - Monorepo for all the tooling which enables ESLint to lint Angular projects.
- babel - a toolchain that is mainly used to convert code into a backwards compatible version of JavaScript.

#### **.NET application:**

- AWS SDK for .NET - enables .NET developers to easily work with Amazon Web Services and build scalable solutions.
- FluentValidation - a .NET library for building strongly-typed validation rules.
- Newtonsoft.Json - Popular high-performance JSON framework for .NET
- RestSharp - REST API client library for .NET, Apache 2.0 Licensed
- Swagger - tooling that uses the OpenAPI specification, including OpenAPIGenerator and SwaggerUI.
- Swashbuckle - Library to generate the Swagger spec & create clients for the application API
- Thinktecture - An Identity framework and a hostable component that allows implementing single sign-on and access control.
- .NET framework and associated Microsoft components:
  1. Enterprise Library - APIs to facilitate proven practices in core areas of programming
  2. OWIN (Open Web Interface for .NET)
  3. Elasticsearch.Net and NEST - Low and high level client that maps all requests and responses as types, a strongly typed query DSL
- DeLoachAero - Utility to create web response messages in the RFC7807 format.
- Unity - A full featured, extensible dependency injection container.
- Antlr - A language tool that provides a framework for constructing recognizers, interpreters, compilers, and translators from grammatical descriptions.

- CommonServiceLocator - An abstraction over IoC containers and service locators.
- IdentityModel - Helper library for claims-based identity.

### **Third Party Applications:**

- Apache kafka
- Apache kafka connect
- Schema registry
- Lenses.io
- Auth0
- ClamAV
- SAP BusinessObjects
- Microsoft SQL Server

### **AWS Services:**

- EKS
- RDS Aurora
- DocumentDB
- ElasticSearch Service
- S3
- IAM
- API Gateway
- EC2 services (EBS, Load Balancers)
- CloudWatch
- Lambda
- Route53
- MSK

### **Java Libraries**

#### **Plugins:**

- java-platform
- maven-publish
- nebula.release

#### **Extensions:**

- awsJavaSdkVersion = '1.11.931'
- awsSdkBomVersion = '2.15.44'
- flyingSaucerPdfText5Version = '9.1.20'
- hibernateTypes52Version = '2.10.2'
- javafakerVersion = '1.0.2'
- javaxElApiVersion = '3.0.0'
- javaxElVersion = '2.2.6'
- jjwtVersion = '0.9.1'
- logbackEncoderVersion = '6.5'
- mapstructVersion = '1.4.1.Final'
- mongockBomVersion = '4.1.19'



- orgApacheTikaVersion = '1.25'
- springBootVersion = '2.4.1'
- springCloudDependenciesVersion = '2020.0.0'
- springdocOpenapiVersion = '1.5.1'
- testcontainersBomVersion = '1.15.0'
- xchartVersion = '3.6.6'

#### **Dependencies:**

- org.springframework.boot:spring-boot-dependencies:\$springBootVersion"
- org.springframework.cloud:spring-cloud-dependencies:\$springCloudDependenciesVersion
- com.github.cloudyrock.mongock:mongock-bom:\$mongockBomVersion
- org.testcontainers:testcontainers-bom:\$testcontainersBomVersion
- software.amazon.awssdk:bom:\$awsSdkBomVersion

The MonsterWorks system is developed to be browser neutral, supported on all current (and two previous) hardware version mobile devices. However, these devices need to be supported by their vendors and updated with the latest operating system and browser versions.

The MonsterWorks system is browser neutral and provides all features on all supported Internet-connected mobile devices. Contractor recommends a tablet mobile device as the interface application is better accessed using a larger format device.

The MonsterWorks SaaS Solution must provide a significant amount of flexibility and configurability of business logic through its core table-driven business rules architecture, supported by a comprehensive business rules engine.

At the State's direction, Contractor must complete supporting software Version upgrades to the latest supported version no later than six (6) months prior to the end of life of the current production version. Patches for security vulnerabilities identified in Contractor supplied software must be provided within the time frame that allows the State to maintain compliance with the State of Michigan Risk Assessment standard.

Contractor will provide the State with future enhancements to the core Monster SaaS product, as they are available, for the Term of the Contract.

Contractor must provide a list and description of all enhancements available on a quarterly or as available basis of the Monster SaaS solution and provide the State with a sandbox environment to test enhancements prior to Go-Live. Contractor will provide enhancement related artifacts as request by the State.

Contractor must contract an independent third-party for annual penetration testing and provide the State with a summary of the results.

#### **CASE MANAGEMENT SOFTWARE**



### **Solution Specifications:**

- Name: MonsterWorks
- Type: Case Management

### **Software-as-a-Service (SaaS) Solution**

- Version: (app:56, services:77)
- UI Version: 56
- API Version: 77
- Release Number: 2022.25

### **Solution Description:**

The MonsterWorks Case Management (CM) solution includes a modern, purpose-built workforce case management system that leverages the innovative and powerful Monster.com platform to deliver a best-in-class experience for all users, job seekers, employers, staff, and partners. The software is a vendor-hosted Software-as-a-Service (SaaS) system offering state-of-the-art security, availability, and scalability.

The MonsterWorks CM system combines strong user-centric design with automation, so that case managers spend less time inputting data, identifying, and removing duplicate data, and more time focused on helping customers. MonsterWorks facilitates accurate WIOA reporting and delivers case management tools that Michigan Works! Agencies (MWAs) need to ensure efficient delivery of services to customers and employers alike.

#### **✓ Accurate and Flexible Reporting**

The system performs front-end validation and back-end data governance to eliminate errors associated with PIRL reporting in compliance with WIPS guidelines. The system is preconfigured with commonly-used and mandated reports as well as possesses a powerful and industry-leading flexible reporting engine, SAP BusinessObjects, which provides access to granular data for ad-hoc, on-demand, or on-schedule reporting.

#### **✓ Empowering Staff to Deliver Personalized Career Guidance**

MonsterWorks innovation, functionality, and modern design places States at the forefront when it comes to meeting the needs of workforce staff, customers, and stakeholders at all levels. MonsterWorks delivers case managers unmatched insight into the goals and strategies of their customers through information-centric dashboards, optimum workflow management, timely notifications, and alerts. These dashboards enable smart aggregation of caseload activity ensuring that staff always have a comprehensive picture of the services and resources being applied to move a participant through training and to employment. In addition, with less paper management, reduced data redundancy, effective information sharing, notifications on upcoming events/follow-up actions, case managers can focus more on people - job seekers and employers - and experience improved efficiencies, customer satisfaction, and better outcomes.

#### **✓ Administration at State and Local Levels**

With the importance of regional/local delivery and adaptability in mind, MonsterWorks easily aligns with regional/local workforce services, education and economic development priorities and practices. It provides program management tools to authorized administrators allowing them to effectively manage their local programs and

reporting needs within their area. Program budgets may be set and maintained at the State, Regional, and Local levels. Each budget level supports not just allocations and expenditures, but also policy caps on annual service provision, lifetime limits, and more. MonsterWorks features staff-assisted services and tools via a user-centric, mobile-first design that will help the State reach and engage its workforce wherever they may be.

✓ **Smart, Scalable and Efficient Tool with Flexible Configuration**

The MonsterWorks purpose-built case management system includes a flexible business rule engine to easily and rapidly design customizable workflows to meet evolving State and Local program requirements. This system easily integrates with external programs and data sources and is designed with an inherently scalable platform and open architecture. The result is an efficient, flexible, and comprehensive workforce case management system with functionality and reporting capabilities that enable collaboration and visibility among all participating State government departments, MWAs, employers, educational institutions, partners, and staff.

## **MONSTERWORKS LABOR EXCHANGE (OPTIONAL)**

### **Solution Specifications:**

- Name: MonsterWorks
- Type: Labor Exchange (Optional)
- Version: (app:18, services:26)
- UI Version: 18
- API Version: 26
- Release Number: 2020.26

### **Solution Description:**

MonsterWorks Labor Exchange (LX) is an Optional offering that fully integrates with the MonsterWorks CM solution. It provides a modern, easy-to-use front-end experience designed with all users in mind including job seekers, participants, customers, and employers.

This premier online career and employment system empowers job seekers, participants, and customers to find jobs, explore careers, and advance their employability to improve their lives. This system also provides employers with industry-leading technology and resources, including the ability to post jobs and search resumes to help them find the right people faster. Both MonsterWorks software components share the same database, which helps to reduce the amount of time needed for project implementation as well as provides increased automation by updating fields throughout from a single point of data entry. Streamlining data entry reduces errors, improves efficiencies, and drastically increases customer satisfaction.

MonsterWorks LX transforms the participant's experience by providing 24/7 self-service and self-paced capabilities, while also improving case managers' productivity. This is accomplished by providing case managers with pre-populated and real-time view of participant data and activities, thereby giving an immediate view of participant progress

at any given time. The need for robust self-service LX capabilities is particularly important due to the COVID-19 pandemic, which has magnified and accelerated the need for remote and virtual services.

MonsterWorks LX offers intuitive, efficient, and easy-to-use self-service capabilities for job seekers and employers alike. It easily integrates online, self-service and on-demand tools with one-to-one services that will allow the State to powerfully engage job seekers and employers, as well as enable regional MWAs to better serve all constituents. It gives participants the ability to take control of their active job search. Job seekers, participants, and customers receive access to a wealth of career-planning tools, including:

**Job Seeker, Participant, and Customer Tools:**

- ✓ Profile Creation
- ✓ Resume Builder
- ✓ Career Path Research
- ✓ Education and Training Materials
- ✓ Budget Calculator and Tracking
- ✓ Research Occupations
- ✓ Expected Salaries
- ✓ Career Goal Setting (IEP)
- ✓ Scheduling/Calendar
- ✓ Skills Assessments
- ✓ Search and Apply for Jobs

For employers, the recommended MonsterWorks LX gives them the ability to manage and communicate with applicants, search resumes, as well as post and manage jobs. Our resume search engine technology gives employers the results they need to make more informed, objective hiring decisions. Contractor's advanced technology understands search context, concepts, and terminology, as well as finds all variations of an employer's requirements.

The resume search engine rapidly seeks the most relevant candidate matches from our vast resume database, then delivers them to the employer; ranked and scored within moments. Employers can make side-by-side comparisons of candidates, save and forward resumes, and message candidates quickly within the platform. Employers can build their candidate pipeline and receive email alerts when new resumes matching their requirements are added to our resume database.

Contractor's Job Builder tool provides employers a simple, user-friendly, and efficient way to enter and manage job opportunities. Authorized business services representatives and other authorized staff are given the ability to login to access an employer account to perform services on behalf of the employer if needed. The job tool has the capacity to expand as needed to include additional employers to post and edit jobs, copy job orders, and close jobs. Posting jobs includes type-ahead functionality to assist recruiters in selecting key criteria including job title, locations, and other information. It also includes exclusive, "one-click" job writing functionality containing thousands of pre-configured job postings drawn from a selection of millions of Monster job postings. After selecting a pre-

written job posting, employers can edit the content to customize the job posting to match their exact requirements. This functionality makes it extremely easy for small- and medium- sized businesses, or businesses without an HR staff, to build and post effective job announcements.

This tool offers an easy and straightforward process for employers to register on the MonsterWorks LX system and allows staff to view and verify employer applications and grant employer system access. Once approved and activated, the employer can post jobs, search the resume database, and manage applicants in the system. The employer can also manage their own account, as well as create other accounts for individuals within their company to access the system. Employers receive access to a wealth of career-planning tools, including:

**Employer Tools:**

- ✓ Post and Manage Jobs
- ✓ Access to Job Posting Library
- ✓ Search Resume Database
- ✓ Candidate Management Tools
- ✓ Correspondence with Job Seekers
- ✓ Reporting
- ✓ Account Administration (Account Request and Approval)

**MONSTERWORKS PARTICIPANT RESOURCE PORTAL (OPTIONAL)**

**Solution Specifications:**

- Name: MonsterWorks
- Type: Participant Resource Portal (Optional)
- Version: (app:18, services:26)
- UI Version: 18
- API Version: 26
- Release Number: 2020.26

**Solution Description:**

The optional MonsterWorks Participant Resource Portal provides access at a one-stop job center resource room's computers or through participants' (job seekers) portable devices. The portal can easily integrate with the State's labor exchange to produce a seamless login and user experience throughout the system. The portal allows returning customers to check-in and to identify the reason for their visit to a local or virtual one stop. The system uses this information to notify an associated case manager or automatically assign the job seeker to the best available case manager based on prioritization (i.e., Veteran) or reason for visit.

The system also allows new customers to create accounts, complete their profile registration, use the integrated calendar to self-register into upcoming events or create new face-to-face or virtual appointments, reschedule appointments, such as RESEA appointments, and remotely acknowledge or digitally sign required documents in real-time resulting in more efficient case management. Registration data is integrated with

the case management intake process to avoid duplicate data entries and optimize the visit outcome. The participant can complete self-services and report progress against goals contained in their Individual Employment Plan (IEP).

**Implementation Project Management Support:**

The Contractor Project Manager (PM) will convene a project kick-off meeting within ten calendar days of contract execution in coordination with Michigan stakeholders. At that time, Contractor will present an overview of the project approach, schedule, work locations, management, and presentation of deliverables, the manner by which the State will review and approve said deliverables. The final plan must be reviewed and approved by the State prior to commencement of activities. The PM is responsible for creating a project management plan outlining the roles and responsibilities of both Contractor and the State, with the expected duties aligned with project objectives. Regular status meetings and accompanying status report materials are the primary method of communication. The PM coordinates all team status report materials and will work with the State to determine which stakeholders should be involved in the project status meetings as well as other project communications.

**Program Management Office:**

Contractor has a Program Management Organization (PMO) consisting of the Project Manager, Security Officer, and other internal stakeholders (e.g., executive management, product/technology, development, quality assurance, professional services, training, help desk, etc.) to support project activities related to the effort, design, implementation, and maintenance of this solution. The PMO is dedicated to maintaining project quality, detailed project plans, and tracking tools used to measure project success and deadlines while leveraging those best practices as outlined in the PMI's Project Management Body of Knowledge (PM-BOK) framework. Please see the organizational chart below, which shows the clear lines of authority and the highly collaborative approach Contractor takes to ensure program success. Our entire team, including the Project Manager, has immediate access to senior-level management in the event critical escalation is needed.

**Help Desk Support:**

One of our key corporate values is: *"Before Us, The Customer."* Contractor's mission is to combine process, technology, and people to provide services that deliver unsurpassed value. We understand the importance customers place on high uptime and ready access to information. This is why we provide proactive monitoring, problem escalation procedures, and technical support of the system. Customers receive a toll-free number to call when support is needed. As calls come into the Help Desk, all contacts are 1) logged into the Help Desk system, 2) A support ticket number for tracking and resolution purposes is provided to customers, and 3) updates are made on each report as the issue is worked on and the status changes. Our hours of availability are from 8AM to 8PM EST Monday through Friday, excluding federal holidays.

**Organizational Change Management:**

Effectively managing the perceptual and operational changes associated with a large-scale staffing system implementation is critical to ensuring its success. Change management is defined as the practice of administering and managing organizational

changes through tested methods and techniques aimed at minimizing negative impact, ensuring successful integration, and driving/sustaining user adoption. It is important to understand what drives employees beyond mere acceptance of the system and toward the achievement of full integration throughout the implementation process and beyond. Our change management support ensures all stakeholders are aware of and proficient with relevant components of the staffing solution and associated workflow(s). The Project Manager will be supported by the Organization Change Management (OCM)/Training Leader to finalize and deliver detailed training and communication plans to support adoption of the solution.

In addition to training plan execution, Contractor will support initial and ongoing communication efforts. In accordance with the solicitation requirements, this will include: 1) creating a group email to manage critical communications, 2) developing and delivering recurring and one-off communications to the, 3) supporting Integrated Project Team or user group meetings to discuss system-related topics (e.g., new/updated functionality, release schedules, roadmap items), and 4) developing and administering an annual solution customer survey. This hands-on approach to change management provides end users with the resources and information they need to adopt the new solution as part of their daily work processes.

#### **IT Security:**

The MonsterWorks solution is offered as a SaaS solution and based on a multi-tenant system architecture. As such, Contractor is responsible for the configuration and security as a part of the SaaS model. The product, technology, IT security, and operations teams are responsible for maintaining the solution by leveraging industry-standard tools for processing system change, configuration, release/release planning, user stories management and ticketing.

### **10. INTEGRATION**

Contractor must integrate their solution to the following technologies:

Current System integrates with: MiLogin DHHS-Bridges UIA-MiDAS Pure Michigan Talent Connect (PMTTC) LMI WAGE Diploma Sender CEPI OSMIS-DASHBOARD (or provide equivalent)	Protocols: Web services, Secured File Transfer Service, Batch job interfaces.
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Current Technology	Oracle DB centric system PL/SQL HTML JavaScript CSS Code Repository - Microsoft Azure Predominantly PL/SQL HTML Java Script CSS Codebase is in Azure Git Repo
Volume of Data	1.5GB
Format of the input & export files	Comma Delimited, Excel, PDF, and other.

Contractor will conduct a requirements gathering session with the State and provide recommendations and options for receiving a nightly data extract, as well as hourly deltas, for the SOM Data warehouse. Contractor to provide the MonsterWorks SaaS solution Database structure (schema) that holds the data.

The MonsterWorks system's technology is compatible with the State's existing software. The integration with the State will be achieved in the following manner:

- **Authentication:** The MonsterWorks system will utilize MILogin as its identity provider, using a SAML interface. This will allow seamless authentication to the case management functions provided to staff.
- **User Interface:** The MonsterWorks system is a web-based application, which utilizes HTML/CSS/JavaScript among other technologies to securely collect and present data to the user. Contractor's solution offering includes look and feel updates to allow for the application to take-on some common appearance to help users transition to the new tool.
- **Data:** The MonsterWorks system will ingest existing data from the current system. This process will include defining the current data schema and dictionary, mapping fields to the solution's structure, converting, importing, and validating the data. This will allow the system to directly access any needed data to function as the system of record while the contract is in place.



- **Data Sharing & Integrations:** Contractor will review the data integrations that currently exist in the system, finalize the specifications, and implement the same interfaces utilizing secure FTP transfers, batch jobs, and APIs, as necessary.

## 11.MIGRATION

Contractor must migrate the data identified in the table below:

Current Technology	Oracle Database 12C, PL/SQL, HTML, JavaScript, CSS
Data Format relative to the database technology used.	RDBMS, OLTP
Number of data fields to give Contractor awareness of the size of the schema.	11994
Volume of Data	1,115,827 participants in the calendar year 2019. 2.4 Million total participations across the programs in 2019.
Database current size.	1.8 TB

Contractor has a data conversion plan that has been successfully used for numerous other data migration efforts. It includes the following data migration approach using these phases:

- Phase 1 -> Data Analysis and Assessment
- Phase 2 -> Data Conversion
- Phase 3 -> Migration Dry Runs
- Phase 4 -> Final Migration

In order to complete this process, the State will be required to assign an internal team to perform the following activities:

- Provide data schema and individual field definitions (data dictionary) along with staff who are knowledgeable to explain data usage to Contractor personnel
- Participate in data mapping exercises to
  - Ensure that source data is appropriately mapped to new data fields
  - Review and approve any data field conversions that are required due to schema differences
- Provide sample data to allow Contractor to test individual data cluster conversion scripts.
- Provide full data sets to facilitate migration dry runs.
- Identify and engage additional State resources to facilitate successful data conversion and system transition.



- Identify, implement, test, and execute source data cleanup scripts that will be utilized to correct data anomalies identified in the source data.

Contractor recommends that this team include, at a minimum, one part-time project manager to ensure smooth task allocation and work stream reporting to PMO. Up to two full-time data analysts to facilitate the above tasks.

The MonsterWorks solution will have 24/7 monitoring of the database and storage allocated to it and will be added dynamically as needs increase. Any changes to the storage or server capacity will be implemented without additional cost to the State; it is included with the subscription.

Contractor has extensive experience in designing databases that support large data sets along with high transaction counts. As such, as the size of the database or as activity increases, the overall design of the database can accommodate it without degradation of data integrity or web application performance. All of Contractor's applications and databases are continuously monitored for load testing as they individually mature and grow. Contractor will apply the same metrics to the Michigan solution to ensure that both the database and the User Interface have optimum levels of capacity to support both current and future needs.

The MonsterWorks system is a web application that can support the addition (and removal) of web and application servers dynamically as the processing needed either increases or decreases. The system load and response times will be monitored 24/7 and changes to the allocated processing and bandwidth will be made as required. All of Contractor's applications and databases are continuously monitored for load testing as they individually mature and grow. Contractor will apply the same metrics to the Michigan solution to ensure that both the database and the User Interface have optimum levels of capacity to support both current and future needs.

Migration costs are included in the final pricing provided in Schedule B - Pricing.

Contractor has reviewed Schedule G and agrees to the approach it proposes and will utilize the MI PMM/SEM document templates where applicable. Contractor will deliver a Data Conversion and Data Quality plan up to 60 calendar days post award and providing a Master Test Plan, Data Conversion Testing Report and Results at least 30 calendar days prior to UAT commencing.

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

## 12. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency.

Vendor will need to provide on-line help and host and create practice training areas. Vendor to provide technical support for LEO-E&T training sessions and develop Computer Based Training (CBT) sessions. The state anticipates needing a hybrid of both classroom and on-line training. End Users must have access to online – computer-based training. State, Michigan Works! and other users must have access to classroom and CBT or online training.

All of the training can be delivered without additional subcontractor support. Once the training, user manuals, and additional documentation have been delivered, the State administrators and end users will be able to operate the solution without additional support from Contractor. However, Contractor will provide a specific resource to Michigan from Contract Award to three months post go-live.

Contractor can deliver training onsite should circumstances allow for a safe physical training environment or can deliver parallel content using online meeting software. In the event the COVID-19 restrictions do not affect classroom training, Contractor recommends a class size of 20 participants per instructor.

The specific number of classroom training sessions will be jointly determined by Contractor and the State during development of the final training plan. All training participants will receive a copy of the relevant Participant Guide.

Contractor will also provide a training plan that supports the transition of State staff to system self-sufficiency. Contractor will provide one dedicated training resource, that will be supported by the entire MGS Training Team. This resource will be available daily, Monday through Friday, 9AM to 5PM EST, for a duration of three months following go-live. The training team will present the State with a comprehensive plan to build system proficiency for technical and professional staff, managers, and end users. The objective of training activities is to maximize familiarity and proficiency with the new system to ensure it is used to the fullest capacity. An effective training plan positions the State of Michigan to recognize and sustain positive outcomes from implementing the software application.

### **State Training Support**

To ensure successful training throughout implementation and beyond, we respectfully request support from the State related to the following training activities:

- Assignment of a State training team leader to facilitate the following:
  - Refine/approve the MGS Training Plan.
  - Approve all training materials.
  - Schedule appropriate training facilities and attendees.
  - Ensure training materials align with formatting, branding, and other requirements.
  - Access to training facilities, including adequate time for classroom set-up, if applicable.

A high-level training plan is also provided with this proposal for the State's review in Section 7.1 below. Contractor agrees to utilize the MI PMM/SEM document templates where applicable.

Contractor recognizes the need to tailor learning experiences to the unique needs of each user stakeholder group while also realizing economies of scale associated with delivery of uniform solutions. Our approach is designed to meet the challenges associated with training a vast and changeable user population through blended learning solutions that combine in-person and online training.

Contractor will collaborate with the State of Michigan to ensure the training approach meets the evolving needs of Michigan and the regional/local stakeholders using the MonsterWorks system.

A comprehensive training plan will be provided to ensure end user proficiency with system capabilities, associated business processes, and the metrics/analytics needed to enable Michigan to successfully deploy the MonsterWorks solution.

In addition to State/Field staff, Contractor will also provide training on System Administration and Report Creation. System Administration training will provide participants with a virtual classroom session covering the basic application architecture of the solution, support options, configuration wizards, and system/user security controls. Report Creation training will introduce report writers and analysts to the reporting platform.

### 13. TRANSITION RESPONSIBILITIES

In addition to the Schedule G plan provided by the State, MGS has also included a draft Transition In and Transition Out Plan for the State's review and consideration with the proviso and understanding that it is subject to negotiation. This plan is included in Schedule G of this proposal.

### 14. DOCUMENTATION

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

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

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

Some information may be unavailable until the system is in the implementation phase. As relevant information becomes available, it will be shared with the State on a mutually agreed upon schedule. The responsible teams will be outlined in the Project Plan. For example, the following documents will include:

- Data Conversion Process and Results Documentation
- Data Architecture
- Dependency Documentation
- Design Documentation
- Data Maps for Extracts

Online Help and Training Materials will be made available to end users.

#### 15.ADDITIONAL PRODUCTS AND SERVICES

No additional products or services are required for requirements of this Contract.

#### 16.CONTRACTOR PERSONNEL

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

<b>Contractor</b>
Name: Ronald Harrell, Director Capture/ Contracts Address: 133 Boston Post Road, Weston, MA 02493 Phone: 703-270-7202 Email: ronald.harrell@monster.com

#	Role	Responsibilities	Expected Qualifications
1	Functional Lead	<ul style="list-style-type: none"> <li>• Is familiar with the functional design of all of the components, has a solution-wide view and ensures each component/module work together to address the functional requirements</li> <li>• Ensures the configured solution addresses all of the functional requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Five (5) years of experience leading the implementation of enterprise IT solutions.</li> <li>• Previously managed Workforce Development information system projects</li> </ul>

		<ul style="list-style-type: none"> <li>• Provides the methodology/approach to building the solution</li> <li>• Works with Subject Matter Experts (SMEs) of the business units to understand the System and process requirements and articulate the requirements to the Contractor project team leads.</li> <li>• Ensures that the solution aligns with the business requirements of the organization</li> <li>• Manages the expectations of the business units with a clear understanding of the Project Sponsor's project objectives.</li> <li>• Manages the contractor's business analysts</li> </ul>	
2	Organization Change Management (OCM) and Training Lead	<ul style="list-style-type: none"> <li>• Lead all training and knowledge transfer planning, material development and delivery</li> <li>• Responsible for organizational migration, gap analysis, and coordination of program improvement, communications, and training activities.</li> <li>• Prepares for the deployment of the Solution to the full organization.</li> <li>• Responsible for developing, executing, and maintaining the OCM Plans, Training Plan, and Communication Plan.</li> <li>• Works closely with the PMO, LEO/DTMB communications, human resources and organization development teams</li> </ul>	<ul style="list-style-type: none"> <li>• Five (5) years of experience as a Training lead for projects similar in size and complexity to the Project.</li> <li>• Three (3) years of previous OCM experience</li> <li>• Previously managed Workforce Development information system projects</li> </ul>

		to support the implementation of the OCM and training plans	
3	Testing Lead	<ul style="list-style-type: none"> <li>Leads all testing activities including planning, documentation and execution</li> <li>Ensures the test plan and process is coordinated with all stakeholders</li> <li>Ensures documentation and resolution of issues discovered during the testing process</li> <li>Serves as the point of contact for User Acceptance Testing (UAT)</li> </ul>	<ul style="list-style-type: none"> <li>Five (5) years of experience as a testing lead for enterprise IT projects.</li> <li>Previously performed testing lead in Workforce Development information system projects</li> </ul>
4	Design Development Implementation (DDI) Technical Lead	<ul style="list-style-type: none"> <li>Provides the methodology/approach to building the solution</li> <li>Manages the expectations of the business units with a clear understanding of the Project Sponsor's project objectives.</li> <li>Is responsible for leading the team who configures and develops the Workforce Development System</li> <li>Responsible for all technical aspects of the Solution. Establishes documentation and coding standards for the Project team and ensures the team adheres to the standards</li> <li>Is available to the Project teams for consultation on future enhancements (e.g., changes to achieve strategic objectives, implement a new program)</li> <li>Oversees the development of all technical documentation</li> </ul>	<ul style="list-style-type: none"> <li>Five (5) years of experience leading the implementation of enterprise IT solutions.</li> <li>Previously managed Workforce Development information system projects</li> <li>Five (5) years of experience architecting/designing enterprise solutions</li> </ul>

		<ul style="list-style-type: none"> <li>Is familiar with the Technical design of all of the components, has a solution-wide view and ensures each component/module work together to address the Technical requirements</li> </ul>	
5	Data Conversion and Interfaces Lead	<ul style="list-style-type: none"> <li>Leads and supports data cleansing and data conversion from Data &amp; Performance Reporting</li> <li>Employment and Training IT Systems.</li> <li>Ensures that data dictionaries are current for the Contractor's solution</li> <li>Is directly responsible for ensuring that interfaces between the Contractor's solution and other components of the State are correctly configured and deployed</li> <li>Ensures that all data exchanges between the Contractor's solution and the interface partners' systems provide accurate and appropriate content, compliant with data definitions established within Data &amp; Performance Reporting Employment and Training IT Systems.</li> <li>Designs, documents, and deploys the interfaces.</li> </ul>	<ul style="list-style-type: none"> <li>Possesses a minimum of five years' experience performing data cleansing or data conversion activities for systems similar to enterprise IT solutions.</li> <li>Possesses a minimum of three years' experience developing and deploying interfaces for systems similar to the solution.</li> <li>Possesses a minimum of 3 years' experience managing a data conversion or interface design project similar in size and complexity to the project.</li> <li>Possesses excellent communications skills, written and oral.</li> <li>Note: A Bachelors' Degree in information technology or a related field is preferred but not required.</li> </ul>

## 17. CONTRACTOR KEY PERSONNEL

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

<b>Contractor</b>
<b>Name:</b> Gretchen Miner
<b>Phone:</b> 774-486-9553
<b>Email:</b> Gretchen.Miner@monster.com

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

<b>Contractor</b>
<b>Name:</b> David McKenna, Ph.D., CISM, CDPSE, PMP
<b>Phone:</b> 978-489-8261
<b>Email:</b> David.McKenna@monster.com

## 18. CONTRACTOR PERSONNEL REQUIREMENTS

**Background Checks.** Contractor must present certifications evidencing background checks that satisfy State requirements for all staff identified for assignment to this project.

In addition, 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 conducts background investigations, including DHS e-Verify, on all employees as a prerequisite for employment. Contractor understands that all costs associated with meeting these requirements are the responsibility of the Contractor.

**Offshore Resources.** Offshore Resources will not have access to any State Data. Offshore resources will not have access to any State Data configuration information, or access to the Production/"live" deployed infrastructure.

## 19. STATE RESOURCES/RESPONSIBILITIES

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

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

<b>State Contract Administrator</b>
<b>Name:</b> Christopher A. Martin



<b>Phone:</b> 517-643-2833 <b>Email:</b> martinc20@michigan.gov
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**Program Managers.** The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

<b>DTMB Program Manager</b>
<b>Name:</b> Kalyan Murali <b>Phone:</b> 517-230-9434 <b>Email:</b> muralik@michigan.gov

<b>Agency Program Manager</b>
<b>Name:</b> Matt Shields <b>Phone:</b> 517-599-6397 <b>Email:</b> shieldsm1@michigan.gov

**State Project Manager.** The Project Manager will manage all aspects of the implementation and transition to the new solution.

<b>Project Manager</b>
<b>Name:</b> Shannon Coombs <b>Phone:</b> 517-284-9204 <b>Email:</b> coombss@michigan.gov

## 20. MEETINGS

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

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

- Weekly Status meetings throughout the implementation process.
- Monthly Status meetings or as deemed necessary post Go-Live.
- Any other required meetings as requested by the State.

### **Project Meetings:**

The Contractor's Project Manager (PM) will facilitate the kickoff meeting to be held within ten calendar days of contract award. Once the project plan is established, it will be

reviewed and updated during weekly and other scheduled project meetings throughout system implementation.

The project kick-off meeting is a critical component of any project as it provides an opportunity for project stakeholders to establish common project goals and plans to successfully complete the scope of work. It also provides an opportunity for both parties to introduce team members and their respective roles; ensure our understanding of the project background and commitment to deliver the solution; discuss scope and schedule milestones; clearly understand what success looks like and what needs to be accomplished; and agree on how to work together and communicate effectively for the desired project outcome. Contractor recommends using Microsoft Teams to conduct weekly status meetings, monthly status meetings, requirements gathering and refinement, as well as any ad hoc meetings.

**Program Management Office: PMO, Communications, and Reporting:**

The Program Management Office (PMO) supports overall project communication through meetings, reporting, and other standard procedures and related templates. The PMO will develop a Project Communications Plan that includes internal and external communication protocols, including the management of any subcontractors and/or third-party vendors. The Contractor's PMO conducts routine weekly meetings (checkpoints) with all project team leads to obtain project updates and track status of deliverables. These internal and external checkpoints ensure that the Contractor's PM has the most current information. During Post Go-Live, the PM will adjust the checkpoints to a monthly interval to ensure all project statuses remain up to date and documented.

The PM updates the plan and uses the then current information to compile the weekly (or other agreed upon intervals) status report to the State. The report shows all activities related to project status including the measurement of actual results against the project plan. The PM monitors the critical path on a daily basis and reports the findings to the project team leads. Project team leads then identify any issues that may cause a delay in their work, and escalate to the Project Manager for triage, tracking, and resolution.

The overall project plan will include the roles and responsibilities of both Contractor and the State, with the expected duties aligned with project objectives. Regular status meetings and accompanying status report materials are the primary method of communication. The PMO coordinates all team status report materials and will work with the State to determine which stakeholders should be involved in the project status meetings as well as other project communications.

**Meeting Log:**

The PMO also maintains a Meeting Log, which includes the recurring project and operations management meetings, and ad hoc meetings required to gather requirements or to facilitate other topic discussion.

**Tailored Status Reporting:**

Contractor will work closely with the State to tailor project status reporting to meet specific agency needs. Contractor will work with the State to ensure that its reporting needs are

satisfactorily met. Contractor's methodology enables Contractor to provide the right information, in the right format, and at the right time to the State to ensure complete project status visibility and transparency. Depending on the State's preferences, Contractor can provide status reports in various and multiple formats.

## 21. PROJECT CONTROL & REPORTS

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

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

The Contractor Project Manager (PM) will plan and conduct the Project Kick-Off Meeting. during the project kick-off phase. Contractor will work with the State's Project Manager to ensure the correct team members attend, agree to the agenda, review/demo functionality, discuss risks and how to mitigate them, set up roles and responsibility charts, etc.

The Contractor's Project Manager will update the project schedule and use the information to compile the weekly status report to the State. This report shows all activities related to project status including the measurement of actual results to the project plan. The weekly status report will include but not limited to milestone completion progress, accomplishments, hours expended (with cumulative total to date), funds expended (with cumulative total), and planned tasks.

Contractor's Risk Management Plan, contained in the Contractor's Project Management Plan, will establish the framework in which the Contractor's Project Team identifies issues and risks and develops strategies to mitigate or avoid. Contractor's methodology (approaches, tools, frequency of reviews) identified in the Contractor's Risk Management Plan governs all actions towards mitigation.

The results of the assessment process are utilized and documented in each description and summarized in a Risk Log and Issue Log, which will be reported to the State on a

weekly basis. Contractor agrees to utilize the MI PMM/SEM document templates where applicable.

## 22. PROJECT MANAGEMENT

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

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

### **SUITE Documentation**

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

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

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

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

Any changes to scope will be addressed using the guidelines of the approved Change Management plan. These change requests will be brought to the Change Control Board (CCB) by the Project Manager, as specified in the State of Michigan Project Management Methodology. Any changes in schedule that are a result of a requested change in scope will also require approval by the State and Monster.

- Any changes to cost will be addressed and routed through the mutually agreed upon approval process.
- Any changes in schedule will be addressed and routed through the mutually agreed upon approval process. Scope, Cost, or Schedule changes will be prominent elements in the weekly status reports.

The project plan is considered an integral part of all implementation projects. In addition to the project plan, the Project Manager (PM) will maintain a project schedule which will become a part of the weekly status update to the State. Tracking project artifacts will be maintained by both Contractor and the State using an Atlassian-based tool, Confluence (or similar tool) for ease of sharing and storing project information. Standard Microsoft Office Suite including Excel, Word, Project, and PowerPoint will be used to develop shared information.

Contractor has reviewed all of the documentation at <http://www.michigan.gov/suite> regarding PMM/SEM for Michigan. Contractor will utilize the PMM/SEM Integration for Agile Development. Contractor will follow the Project Management Methodology, Touch Points, System Engineering Methodology (Agile Development), and Review and Approval as they apply to the specific workflows and documentation required.

Contractor is not requesting to substitute any documentation in place of the Michigan State documents. For example, the Requirements Traceability Matrix used for this project will follow the template provided by SEM-0301. Each document listed, both in the Agile development as well as the Michigan PMM/SEM, will be maintained in the mutually accessible project artifact repository.

In the instance where both parties agree that a specific document is not necessary to be maintained, the agreement and the document name and State designation will be updated in the Contractor Project Management Plan. Contractor understands the State reserves the right to give final approval of substituted documents and items marked as non-applicable.

#### *Milestones/Deliverables for Implementation*

The milestone schedule and associated deliverables are set forth below.

<b>Milestone Event</b>	<b>Associated Milestone Deliverable(s)</b>	<b>Schedule</b>	<b>Payment</b>
Project Planning	Project Kickoff	Contract Execution + 10 calendar days	
Requirements and Design Validation	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document	Execution + 90 calendar days	10%

Provision environments	Validate Test and Production environments	Execution + 180 calendar days	10%
Installation and Configuration of software	Final Solution and Testing Document	Execution + 270 calendar days	10%
Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance	Execution+300 calendar days	10%
Data Migration		Execution + 450	10%
Training		Execution + 510	
Production		Execution + 540 calendar days	30%
Post Production Warranty	Included in the cost of Solution.	Production + 90 calendar days	20%
Production Support Services	Ongoing after Final Acceptance.	Ongoing	

Within one week of the Kick-Off Meeting, the Contractor must provide an updated Work Breakdown Structure (WBS) that corresponds with the milestone dates set forth above. The WBS must be detailed enough to identify all State and Contractor responsibilities.

### 23.ADDITONAL INFORMATION

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

A	B	C					D
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Future Enhancement	Not Available	Contractor to explain how they will deliver the business Specification. Explain the details of any configuration/customization and the impacted risk that may be caused if configured or customized to meet the business specification.
MANDATORY MINIMUM							
1	<p>The system must automatically determine eligibility for enrollment into the following programs:</p> <ul style="list-style-type: none"> <li>• Workforce Innovation and Opportunity Act Out of School Youth program.</li> <li>• Workforce Innovation and Opportunity Act In School Youth program.</li> <li>• Workforce Innovation and Opportunity Act Adult program.</li> <li>• Workforce Innovation and Opportunity Act Dislocated Worker program.</li> <li>• Trade Adjustment Assistance program.</li> </ul>	Y					<p>The list of programs supported by the MonsterWorks for Michigan ("MonsterWorks") system exceeds the list provided in this requirement. It includes a function that scans through program and grant eligibility criteria and makes "smart", predictive program matches against existing customer records. Program staff are notified of potential program matches, vastly increasing the quality and quantity of workforce outreach.</p>
2	<p>The bidder must have minimum of one year of experience providing workforce development case management systems for other state(s).</p>	Y					<p>MGS successfully designed and implemented the State of Washington's system, www.WorkSourceWA.com, launched in May 2016 using an Agile methodology. The State considered it to be one of the 'smoothest' major launches they had ever experienced. Workforce staff and partners were able to immediately log into the case management tool and begin working. Unlike their legacy system, WorkSourceWA integrates with Washington State's SSO solution, allowing job seekers and employers to access many State agency sites with one login.</p> <p>In 2008, MGS successfully developed the OhioMeansJobs.com employment website, which it continues to operate, maintain, and customize for the State of Ohio. MGS is currently in the process of</p>



							implementing the State of Ohio's MonsterWorks case management solution and integration with labor exchange.
3	The system must be compliant with rules, regulations, guidance, federal mandates, policies and procedures from United States Department of Labor (USDOL) that govern all State of Michigan's workforce programs via the Department of Labor and Economic Opportunity.	Y					<p>The MonsterWorks system complies with Department of Labor requirements for federally-funded programs, as well as allowing configuration modifications to accommodate State and Local programs. Examples of federally-funded programs include: Trade Adjustment Assistance (TAA), the six core programs under the Workforce Investment Opportunity Act (WIOA), Veteran-related programs such as the Disabled Veteran Outreach Program (DVOP) and the Homeless Veteran Reintegration Program (HVRP), and Migrant or Seasonal Farmworkers.</p> <p>The system supports WIOA Title I programs by allowing co-enrollments and the ability for forms to be shared, such as the Individual Employment Plan (IEP).</p>
4	The system must offer the ability to produce the Participant Information Record Layout (PIRL) File in CSV format on a quarterly, annual and as-needed basis.	Y					<p>MonsterWorks includes federally-mandated data capture, report generation, and related data files including the PIRL. MonsterWorks exceeds this requirement by including the WIPS checks in the application, database, and reporting layers. Contractor will ensure the system produces the data needed to create timely and accurate reporting for submission to DOL on a quarterly, annual, and as-needed basis in CSV format. Contractor actively monitors the ongoing compliance advice published by DOLETA and will implement system enhancements to maintain a compliant solution.</p>
5	The system must capture all necessary data elements to calculate and submit data for federal reporting for Workforce Innovation and Opportunity Act (Title I) including Adult, Dislocated Worker and Youth programs	Y					<p>MonsterWorks is delivered with out-of-the-box configurations of Title I including: Adult, Dislocated Worker and Youth programs, as well as other primary federal programs. Contractor actively monitors the ongoing compliance advice published by DOLETA and will implement system enhancements to maintain a compliant solution.</p>
6	The system must capture all necessary data elements to calculate and submit data for federal reporting for Wagner Peyser (Title III) including Jobs for Veterans State Grants, Migrant Seasonal Farmworkers and Reemployment Services and Eligibility Assessment	Y					<p>MonsterWorks is delivered with out-of-the-box configurations of Wagner Peyser (Title III) including Jobs for Veterans State Grants, Migrant Seasonal Farmworkers and Reemployment Services and Eligibility Assessment. Contractor actively monitors the ongoing compliance</p>



							advice published by DOLETA and will implement system enhancements to maintain a compliant solution.
7	The system must capture all necessary data elements to calculate and submit data for federal reporting for Trade Adjustment Assistance (Title I)	Y					MonsterWorks is delivered with out-of-the-box configurations of the Trade Adjustment Assistance (Title I) and other primary federal programs. These configurations are accessible to system administrators and may be adjusted as requirements change. Contractor actively monitors the ongoing compliance advice published by DOLETA and will implement system enhancements to maintain a compliant solution.
8	The system must capture all necessary data elements to calculate and submit data for federal reporting for Temporary Assistance for Needy Families (TANF)	Y					MonsterWorks is delivered with out-of-the-box configurations of the Temporary Assistance for Needy Families (TANF). These configurations are accessible to system administrators and may be adjusted as requirements change. Contractor actively monitors the ongoing compliance advice published by DOLETA and will implement system enhancements to maintain a compliant solution.
9	The system must capture all necessary data elements to calculate and submit data for federal reporting for Supplemental Nutritional Assistance Program (SNAP)	Y					The MonsterWorks system is delivered with out-of-the-box configurations for the Supplemental Nutritional Assistance Program (SNAP) federal reporting requirements. These configurations are accessible to system administrators and may be adjusted as requirements change. Contractor actively monitors the ongoing compliance advice published by DOLETA and will implement system enhancements to maintain a compliant solution.
10	The system must capture all necessary data elements to calculate and submit data for federal reporting for National Dislocated Worker Grants (NDWGs)	Y					MonsterWorks is delivered with out-of-the-box configurations for National Dislocated Worker Grants (NDWGs) to support federal reporting requirements. These configurations are accessible to system administrators and may be adjusted as requirements change. Contractor actively monitors the ongoing compliance advice published by DOLETA and will implement system enhancements to maintain a compliant solution.
11	The system must capture all necessary data elements to calculate and submit data for federal reporting for WIOA Apprenticeship Grants	Y					MonsterWorks is delivered with out-of-the-box configurations for WIOA Apprenticeship Grants to support federal reporting requirements. These configurations are accessible to system administrators and may be adjusted as requirements change. Contractor actively monitors the

							ongoing compliance advice published by DOLETA and will implement system enhancements to maintain a compliant solution.
12	The system must be fully web-based.	Y					MonsterWorks is a fully web-based Software-as-a-Service (SaaS) system, meaning that users can access a commercially-hosted computer application/system via the web during the period of performance of the contract.
<b>REQUIRED</b>							
13	The system must have the ability to produce ad hoc reports, or use a third party querying tool to produce reports as required.	Y					MonsterWorks is delivered with an industry-leading reporting tool, SAP BusinessObjects, that allows exporting of data and reports in multiple formats, (i.e., PDF and Excel). The system allows customers to configure their own ad hoc reports and run them on demand or schedule them for delivery at a predetermined time, thereby exceeding this requirement.
14	The vendor must convert all active data and records exited on or after July 1, 2015.	Y					<p>Contractor will convert all active data and records exited on or after July 1, 2015. Contractor understands the importance of implementing an automated process to migrate data from the existing system to the new system. The data migration process will be run numerous times during the implementation, testing, and final cutover. As such, an automated process will yield more consistent results in both data quality and execution duration.</p> <p>Contractor believes that automation is important and as such leverages automated tools to improve process speed, accuracy, and repeatability. By automating as many processes as possible, the speed of the migration process can be optimized. Automation helps to process large amounts of data while ensuring data accuracy and helps ensure that the test migration process is repeatable throughout the actual migration itself. Contractor will draw upon its experience in conducting similar data migration efforts and incorporate best practices in automatic data transformation, data cleansing, and migration sequencing and execution. Contractor believes that automation is important and as such leverages automated tools to improve process speed, accuracy, and repeatability. By automating as many processes as possible, the speed of the migration process can be optimized. Automation helps to</p>

							process large amounts of data while ensuring data accuracy and helps ensure that the test migration process is repeatable throughout the actual migration itself. Contractor will draw upon its experience in conducting similar data migration efforts and incorporate best practices in automatic data transformation, data cleansing, and migration sequencing and execution.
15	The system must provide supervisors the ability to review, assign, or re-assign work items of direct reports based on security roles.	Y					The MonsterWorks system includes the ability for supervisors to review, assign and re-assign work items to direct report staff based on security roles and provides a view of caseloads across their organizational span of control from their dashboard. Supervisors can add seekers or employers to a staff user account and the caseload list can be viewed from the staff dashboard.
16	The system must offer a method to correlate supervisors with assigned direct reports, based on security roles within the existing system. This includes State Employee Users, Contractors and Other Users.	Y					MonsterWorks offers a method to correlate a supervisor with a direct report, if both the supervisor and the direct report(s) have a user account within the system. This includes State Employee Users, Contractors, and Other users.
17	The system must save data at the specific point in time when individual program eligibility is determined.	Y					MonsterWorks creates a snapshot record to freeze point-in-time data for each program enrollment.
18	The system must automatically identify and suggest services and programs for customers based on their Individual Employment Plan (IEP).	Y					MonsterWorks has a comprehensive interface to collect customer goals, barriers and to develop individual employment plans. The system recommends eligible programs and services to the case worker to facilitate the counseling sessions. The automatic identification of services functionality will be available at software acceptance.
19	The system must offer group functionality where a specified group of customers receive the same activity, support service and/or comment with one transaction that applies to all customers.	Y					MonsterWorks allows users to create a group of customers and provide them a service and case notes with one transaction.
20	The system must allow for maximum usability through automation, including suggested/automated comments, customized by local administrative area and auto populating fields.	Y					Helping our users minimize data entry is a key component of the MonsterWorks system. On screens and within functions where the system can leverage data already entered elsewhere, it does so. This is relevant in the Program Eligibility workflow, where Intake data is

						<p>prepopulated into a given Program's Eligibility Form without extra effort from the staff person conducting the eligibility review.</p> <p>The system recommends eligible programs and services to the case worker to facilitate discussions about next steps.</p> <p>The system presents valid choices and values for data input based upon existing business rules, data within the system and input provided in the active form.</p> <p>The system allows administrators to configure case notes categories and to customize default text associated with each category allowing case worker to automate comments.</p>
21	The system must have USDOL data validation check points as users enter data, alerting users of potential USDOL data validation violations.	Y				<p>Business rules enforcing USDOL workflow checkpoints and USDOL data validation are included in MonsterWorks. The system will indicate when a user enters invalid data based on field validation and business rule constraints. Furthermore, the data fields under validation are indicated in the online help.</p>
22	The system must indicate whether each data field is subject to USDOL data validation.	Y				<p>MonsterWorks will indicate when a user enters invalid data based on USDOL field validation and business rule constraints. Furthermore, the data fields under validation are indicated in the online help.</p>
23	The system must offer a method for users to easily define each data field, on each screen, for each program.	Y				<p>MonsterWorks helps users to understand what information is required for each data field with the definition of a data field as a pop up when the user hovers their mouse over the field. The help tooltip within MonsterWorks is ADA compliant.</p>
24	The system must save incomplete/pending registrations which are available for future completion within a specified timeframe. If an incomplete/pending registration is not activated within a specified timeframe, the registration is deleted.	Y				<p>MonsterWorks allows for unused and incomplete program registration to expire after a preconfigurable period of time.</p>
25	The system must allow for administrators to assign role-based access.	Y				<p>MonsterWorks contains a robust user role hierarchy that enables different users with access to various functions within the case management software. For example, an Administrator may assign role-based access, manage other user accounts, and assign workloads.</p>

						Administration roles are available at the state and county levels and have the ability to assign Staff to offices. MonsterWorks includes a well-designed user interface model that allows all authorized State workforce employees to work effectively, efficiently, and securely. The system utilizes various user roles and data access paradigms to ensure that staff can view only appropriate data relevant to their role. The application includes the ability to mark cases as confidential based on user role permissions.
26	The system must clearly indicate all required fields, triggering specific error messages if required field(s) are not complete prior to insertion and/or update.	Y				The MonsterWorks system clearly indicates all required fields and if they are not filled in correctly, it triggers an error message that must be addressed before proceeding.
27	The system must use all existing data field values across all programs, minimizing data entry when possible.	Y				Helping users reduce data entry is a key component of the MonsterWorks system. On screens and within functions where the system can leverage data already entered elsewhere, it does so. This is very relevant in the Program Eligibility workflow, where Intake data is prepopulated into a given Program's Eligibility Form without extra effort from the staff person conducting the eligibility review.
28	The system must offer a method to search for content in participant specific comments	Y				The "Case Notes" in MonsterWorks for Participants, Non-Participants, and the Employer records feature an expandable systemwide view that is sortable by date or program. Case notes can be added to contact records and are easily searchable, thereby increasing staff efficiencies resulting in an optimum user experience.
29	The system must offer a method for local area staff to easily search for existing customer records by the following fields: Last Name, First Name and/or Date of Birth, including narrowing the search by program area.	Y				MonsterWorks includes search options for seeker and employer records based on, among other fields, Last Name, First Name, Date of Birth and Program area. The advanced search functionality allows return results to be sorted and filtered.
30	The system must offer the ability to upload and store documents or access a third party archival, including documents such as a Driver's License, DD214 and/or Birth Certificate. Please provide limitations associated with data storage, how performance may be impacted,	Y				MonsterWorks includes a private S3 bucket that accommodates uploading and storage of the stated documentation for use with various programs. Uploaded documents can be attached to services, employers, seekers, case notes, eligibility applications including WIOA and TAA, and more. Documents can be uploaded via a Tablet, Mobile Device, etc. This storage is monitored and expanded as needed, removing any perceived limitations as well as any performance impacts

	and confirm this will meet SOM security requirements. Security requirements were included in the PSPs.						<p>as document counts increase. MonsterWorks' implementation includes virus scanning on all uploaded documents, encrypted transfers, and storage. Contractor believes that this approach meets or exceeds SOM security requirements.</p> <p>The system maintains a whitelist of allowed file formats for uploaded documents. Consistent with the needs of Workforce professionals, that whitelist contains standard "office" and image file formats and rules out formats typically used for large video files.</p>
31	The system must allow for electronic signatures that are suitable as official documentation. Indicate where electronic signatures will be stored/managed and if this will meet SOM security requirements. Security requirements were included in the PSPs.	Y					<p>MonsterWorks stores electronic signatures as images within its application database. These images are generated from the individual's name, as entered, when a signature is requested. Staff signatures are only captured from within MonsterWorks, while Customer signatures, which are captured outside of MonsterWorks, utilizes a one-time signing token for additional security. We log the date/time that the document is signed as well as when the request for signature was generated. Signed documents are stored encrypted in our document repository in PDF format. MonsterWorks also uses a SHA256 checksum to validate that the document is not modified after it is uploaded. Contractor believes that its approach meets or exceeds SOM security requirements.</p>
32	The system must integrate with the State of Michigan's multi factor authentication system, MILogin.		Y				<p>Contractor has extensive experience implementing SAML based SSO integration both as IDP (identity provider) and RP (relying party).</p> <p>MonsterWorks will integrate with Michigan's multi-factor authentication system, MILogin. Contractor welcomes the opportunity to work with the State to configure this functionality.</p>
33	The system must offer a searchable history for users to review current and prior system functionality by release.	Y					<p>MonsterWorks offers searchable release history notes that are updated with every release and with new functionality and bug fixes associated with the current release to ensure optimal performance.</p>
34	The system must offer online, searchable user guides, updated with every release.	Y					<p>MonsterWorks has an integrated online help capability that is searchable and updated with every release and provides the ability for users to include topics relevant to the State or local office.</p>

35	The system must interface with the State's Unemployment Insurance system to receive Wagner Peyser Reemployment Services Eligibility Assessment (RESEA) claimants referred for workforce development services and required to complete these services within a specified timeframe.			Y		MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. It is capable of supporting an interface with the UI system to support RESEA workforce development services within a specified time frame. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.
36	The system must automatically create and track RESEA appointments, including the ability to reschedule such appointments.	Y				<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. It will be capable of supporting an interface with the UI system. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.</p> <p>Automatic or rescheduled RESEA appointments will be available as a future enhancement. This functionality will be available at software acceptance.</p>
37	The system must interface with another state system (Department of Health and Human Services Michigan's Bridges system, Data Warehouse) to send and receive welfare referrals via batch jobs.			Y		<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>MonsterWorks will support an interface from the specified State system to send and receive welfare referrals via batch jobs. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.</p>
38	The system must integrate with the State's Eligible Training Provider List.			Y		<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>The MonsterWorks system will support an integration with the State's Eligible Training Provider List. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.</p>



39	The system must source training providers from the State's Eligible Training Provider List for selection of training activities.			Y		<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>The system will support an integration with the State's Eligible Training Provider List to support training activities. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.</p>
40	The system must collect training expenditures per USDOL's TEGL 3-18.	Y				<p>MonsterWorks captures training expenditures in compliance with TEGL 3-18.</p>
41	The system must interface with the State's Unemployment Insurance system to access and display claimants data, including but not limited to new hire data, claimant's work history (up to 5 full quarters prior to their claim and 6 quarters after system exit) and State specific quarterly wage data with actual participant level quarterly earning amounts.			Y		<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>It can support an interface with the Unemployment Insurance system to display claimant data referenced in this requirement and reflect the timeline required. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.</p>
42	The system must integrate with the State's Adult Education reporting system or offer the capability to track Adult Education reporting via a separate module.			Y		<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>MonsterWorks will support an interface from the state adult education system. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.</p>
43	The system must identify duplicate social security number entries for multiple customers and provide options for remediation.	Y				<p>MonsterWorks identifies duplicate social security number entries during registration and prevents profile creation completion if the number already exists in the system. This eliminates duplicate data thereby increasing overall efficiencies.</p>



44	The system must automatically apply a method to hide a customer's social security numbers immediately upon the user entering the data.	Y					MonsterWorks automatically hides user data entries for sensitive personal information such as Social Security Number.
45	The system must access wage record for employment verification and performance measures. The presence (Yes or No) of wages is reflected on a quarterly basis, for at least 1.5 years after the participation exits.			Y			<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>MonsterWorks can support an interface with the wages system. Contractor will engage with the appropriate State individuals to define and implement the interface with Unemployment Insurance Agency (UIA) IT System and SWIS (State Wage Interchange System).</p>
46	The system must capture post-exit quarter supplemental outcome data.	Y					The MonsterWorks system captures supplemental outcome data for up to ten (10) quarters post-exit.
47	The system must clearly display the actual dates of each post-exit quarter, including the begin date of the reporting quarter and the end date of the reporting quarter.	Y					MonsterWorks automatically generates quarter-specific forms covering each of ten (10) quarters post-exit. The quarter-specific forms contain date information for the user's convenience.
48	Each customer in the system must have a Unique ID that is viewable.	Y					MonsterWorks provides each customer with a unique number ID displayed on the customer dashboard.
49	The system must offer the ability to run reports detailing performance measure data, based on daily data, with the option to drill down.	Y					MonsterWorks includes a robust reporting tool, SAP BusinessObjects, that allows the ability to obtain reports by state, local area, county, case and individual, and provides access to all fields in the system. It supports a drill-down option on daily data related to program performance and outcome measures thereby providing data at the detail level needed.
50	The system must offer the ability to run static performance measure reports as submitted to USDOL on a quarterly basis. At a minimum, the federal report options includes the required Employment and Training Administration 9169 and 9173 reports.	Y					MonsterWorks generates easy-to-use performance-related reports and datasets for federally-mandated reports including ETA-9169 and ETA-9173.

51	The system must collect all required data and offer the ability to fulfill reporting requirements for the Migrant Seasonal Farmworker 5148 report.	Y					MonsterWorks is designed to comply with Department of Labor requirements for federally-funded programs, as well as allowing configuration modifications to accommodate State and Local programs. The system collects all required data for the Migrant or Seasonal Farmworkers program and supports the generation of the ETA-5148 report.
52	The system must be able to produce a quarterly PIRL file that identifies edit check violations, resolves those violations, and passes all USDOL edit checks prior to the quarterly and annual submission dates.	Y					MonsterWorks produces a quarterly PIRL file that identifies edit check violations. The application contains screens and tools to help case management and State Performance users resolve data errors that impact performance. Additionally, the system delivers backend data governance and validates all PIRL data elements and their logical relationships to produce a list of elements that failed validation with a clear description of the errors or warnings in accordance with DOL WIPS rules. MonsterWorks includes federally-mandated data capture, report generation, and related data files.
53	The system must comply with rules of Common Measures, as Michigan is currently a Common Measures participating state.	Y					The MonsterWorks system captures the data elements necessary to track, monitor, and report on common performance measures to ensure compliance.
54	The system must capture required data elements to satisfy federal Eligible Training Provider reporting requirements on the Employment and Training Administration 9171 report.	Y					MonsterWorks contains the data elements necessary to create and produce the ETA-9171 report.
55	The system must capture participant outcomes for reporting purposes, including apprenticeships, military and employment related data.	Y					MonsterWorks captures participants data for reporting program outcomes including apprenticeships, military, and employment related data.
56	The system must calculate and display the actual date the reportable customer is deemed a participant.	Y					MonsterWorks offers a holistic view of the participant with all relevant information including the actual date the reportable customer is deemed a participant.
57	The system must calculate and display the date the participant exits.	Y					MonsterWorks offers a holistic view of the participant with all relevant information including the date the participant exits.

58	The system must clearly identify activities related to federal performance.	Y				MonsterWorks displays the associated federal program during the configuration of mandated programs and clearly identifies services and activities related to the program.
59	The system must annually update the Low-Income calculations to meet federal eligibility guidelines.	Y				MonsterWorks annually updates the Low-Income calculations to meet federal eligibility guidelines in accordance with Michigan's local area zip code mapping.
60	The system must offer the ability for users to export all report data in several formats (Excel, PDF and CSV at a minimum), maintaining format and functionality in Excel.	Y				MonsterWorks comes with an industry-leading reporting tool that can export data and reports in multiple formats, including PDF, CSV, and Excel. This flexible, easy-to-use tool allows advanced caseload and performance reporting capabilities.
61	The system must offer a data dictionary that houses all data fields, data field values and business rules and is updated with every release, accessible for administrators.	Y				MonsterWorks offers a data dictionary for all data fields and business rules, updated with every release that introduces new dictionary changes. State Administrators and Database Administrators will have easy access to the information.
62	The system must offer a robust set of canned reports available on demand to both state staff and local area staff, covering all federal programs, with easy to understand report descriptions that can be included with each report.	Y				The system's reporting tool, SAP BusinessObjects, provides a comprehensive set of on-demand, and regularly-scheduled canned reports to both state and local area staff. These reports cover all federal programs and are clearly identified and labeled for ease of use.
63	The system must offer an option to add reports to existing canned report section.	Y				MonsterWorks provides authorized users with the ability to create new reports and add them to the existing list of canned reports.
64	Please provide examples of participant reports that are produced across all programs, covering options for local area users to retrieve active participants, registered participants, participations included in performance, activities and exiters, specific to their security role.	Y				MonsterWorks contains extensive, pre-built reports that users with the appropriate security privileges can view to gain valuable, actionable insight into case status and participant outcomes. In addition, the system's powerful and flexible reporting engine, SAP BusinessObjects, generates custom reports based on the state or local needs. Example reports are also provided in Exhibit B of this document and enlarged for the State's ease of review.

Operational Reports

Expand allCollapse all

Caseload

Information related to the case worker's case load

Employers

Information on Employers, Business Services and Job Postings

Events

Appointments and Events

Federal

Federal Reporting Requirements

MSFW

Migrant and Seasonal Farm Workers

Outcomes

Information related to program outcomes

Auto-Exit

This report allows you to filter by WIB and/or Office, and provides details on customers to auto-exited programs due to the passage of 90 days since the last service.

Run Report

Employment Statistics And Participant Outcome Summary

This statistical report allows you to filter by WIB, Office and/or Program(s), and shows outcomes by program, population, NAICS, Occupational Code, Agricultural Employment and demographic details.

Run Report

Outcomes

This report allows you to filter by WIB, Office and/or Program and shows the number of each type of outcome in the desired date range.

Run Report

Program Performance

This report allows you to filter by WIB and/or Office, and provides information on the number of participants, their outcomes and whether or not they had veteran status.

Run Report

RESEA Outcomes

The ETA 9129 report provides quarterly information on the Reemployment Eligibility Services and Eligibility Assessment (RESEA) outcomes of claimants who are selected for RESEA

Run Report

RESEA

Reemployment Eligibility Services and Eligibility Assessment

Training

Training Programs and Services

Veterans

Programs and Services geared toward veterans, and other Veteran related reporting

Canned Operational Reports Example

MONSTER

Run Date : 1/14/21  
Run By : Johnson,Marie  
Start Date : 1/1/2020 12:00:00 AM  
End Date : 1/14/2021 12:16:54 PM  
WIB : ALL  
OFFICE : ALL  
PROGRAM : ALL

Employment Statistics And Participant Outcome Summary

Total Served

Total Number Served13895

Total New Wagner-Peyser Participants18

Employments

Total Employments15

Served By Program

Program Name	Total Served by Program
Dislocated Worker Grants (DWG)	2
Indian and Native American Program (INA)	12
Jobs for Veterans State Grants (JVSG)	2
National Farmworker Job Program (NFJP)	2
Other Programs	5411
Reentry Employment Opportunities (REO) (Adult)	174
Trade Adjustment Assistance (TAA)	8298
Wagner-Peyser	18
WIOA Adult	15
WIOA Dislocated Workers	3
YouthBuild	1

Served by Population

Population	Total served by population
Adult	9970
Disabled Individual	8
Military	13
MSFW	11
REO - Adult	6
REO - Youth	2
TAA	8313
UI Claimant	18
Youth	3934

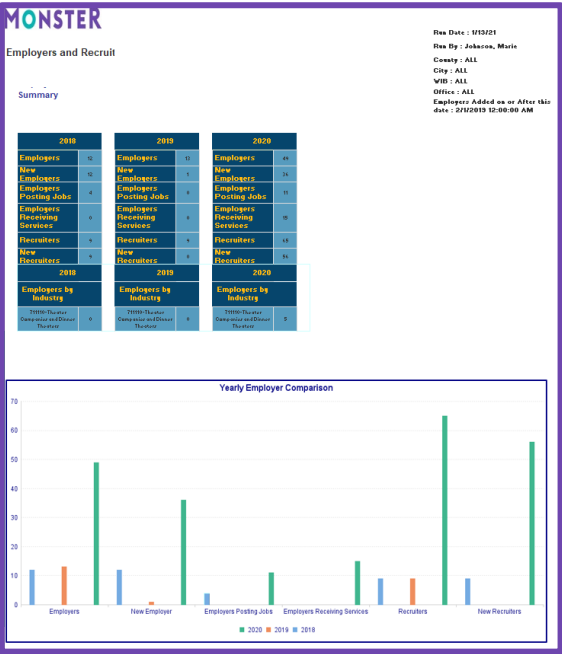
Employments by Program

Program	Total Employments by Program
Jobs for Veterans State Grants (JVSG)	1
Other Programs	11
Reentry Employment Opportunities (REO) (Adult)	1
Trade Adjustment Assistance (TAA)	2

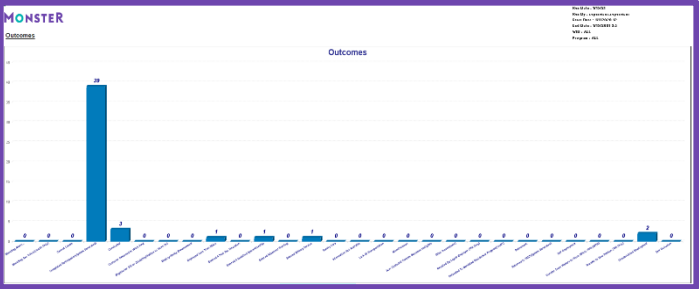
Employments by Population

Population	Total Employments by Population
Adult	14
Disabled Individual	6
Military	6
MSFW	5
REO - Adult	6
REO - Youth	3
TAA	7
UI Claimant	6
Youth	3

Employment Statistics and Outcome Summary By Program  
Example



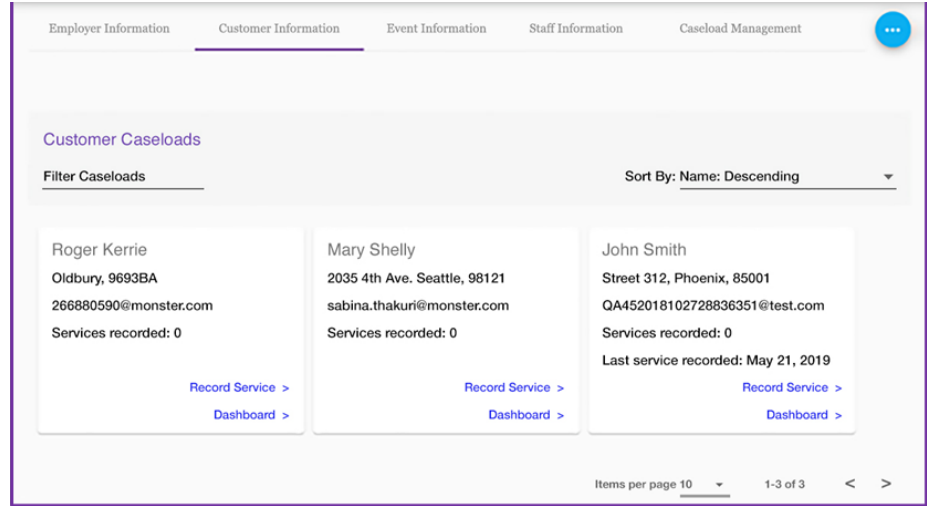
Employers and Recruiters Services Example



Program Outcomes Example

65	The system must include the required data fields for federal TANF reporting, including tracking the required number of weekly attendance hours.	Y					The MonsterWorks system tracks attendance hours for TANF-receiving job seekers and enables weekly validation.
66	The system must offer the ability to grant administrative rights based on security roles.	Y					<p>MonsterWorks includes a robust user role permission structure and a well-designed user interface model that allows all State workforce employees, with administrative roles, to add users and their roles effectively, efficiently, and securely. Administration is available at the state and county levels.</p> <p>The system utilizes defined roles and data access paradigms to ensure that staff can see only appropriate data relevant to their role or user profile.</p> <p>The user permission hierarchy in the MonsterWorks system produces dynamic displays of data, and appropriate levels of data capture and validations.</p>
67	The awarded bidder must provide a Data Conversion plan, including a mapping document specifying the current system vs. the new system for all data fields and data field values.	Y					<p>The Contractor Data Conversion (Migration) Plan delivered post-award will ensure that:</p> <ul style="list-style-type: none"> <li>▪ All relevant parties understand and agree to the data migration plan.</li> <li>▪ All data migration tasks will be conducted within a clear and agreed upon framework.</li> <li>▪ The data migration is designed as a single uninterrupted process through extract, transform, and load to reduce risks.</li> <li>▪ The data migration approach will use rigorous formal verification and reconciliation processes.</li> </ul> <p>Contractor has included a sample Data Conversion (Migration) Plan with this proposal. Please refer to Schedule G of this proposal.</p>
68	In conjunction with state level staff, the contractor must test all data conversions.	Y					<p>Data Conversion Testing is performed during the transformation (or translation) of data from the current format to the new system.</p> <p>As data is extracted from the current source, it is then transformed and loaded into the MonsterWorks system. The extraction is based on a</p>

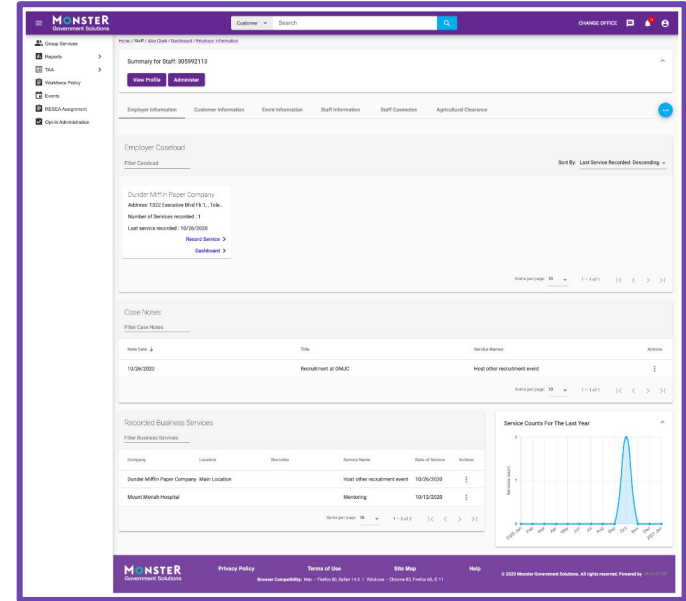
						<p>specified set of requirements. To summarize the Data Conversion Testing approach:</p> <ul style="list-style-type: none"> <li>IDENTIFY: Review the data source(s) where the data is coming from and what information might be missing or inconsistent.</li> <li>DEFINE: Define the data requirements and ensure the needed data can be properly translated and converted.</li> <li>LOAD AND REVIEW: Review and test the data being loaded for accuracy. Once the data has been validated it can be loaded and placed into production.</li> </ul> <p>Contractor has included a sample Data Conversion Test Plan with this proposal. Please refer to Schedule G of this proposal.</p>
69	The bidder must provide examples of how core data elements are displayed for participants in all programs.	Y				Core data elements are displayed on two screens for each participant. The participant "Profile" screen contains core demographic information related to the participant and it is also displayed on the participant "Dashboard" screen.
70	The system must allow state administrators to create, configure, and delete business rules, with access to view all current business rules.	Y				Administrators can create, configure, delete, and view business rules in the Program Eligibility, Program Service Provisions, Program Outcomes, and System Forms screens.
71	The system must offer the ability to reassign participant record(s) from one location to another.	Y				The MonsterWorks system allows authorized users to reassign participant records from one location to another by reassigning the participant record to a different case worker in the new location.
72	The system must offer local area administrative staff the ability to add/edit their location information, including activating/inactivating the specified location and editing address/phone number.	Y				MonsterWorks allows authorized staff administrators to add, modify local information (including address and phone number) and to activate/inactivate specified location.
73	The system must offer a searchable audit trail system by data field, including username, date, time of insertion and update.	Y				The MonsterWorks system maintains an audit trail that contains the listed data points and is searchable by the specified information.
74	The system must allow users to indicate they are done providing services to the participant.	Y				MonsterWorks offers users the ability to close and collect outcomes on individual services as well as program enrollments.

						<p>The staff services dashboard shown in the figure below allows staff users with proper roles and permissions to see only their recent caseload for services. Role-based security allows managers to see caseloads across their organizational span of control.</p> <p>Contractor has also included an enlarged view of this graphic in Exhibit B of this document for the State's ease of review.</p>  <p><b>Staff Services Dashboard Allowing Staff with Proper Roles and Permissions to View their Recent Services Caseload</b></p>
75	The system must have the capability to collect data for state and local level projects separate from federal reporting.	Y				<p>MonsterWorks collects data for state and local programs with independent reporting separate from mandated federal reports. The system contains a powerful and flexible reporting engine, SAP BusinessObjects, that allows preconfigured reports to be run, and collects data required for ad hoc or custom reporting.</p>
76	Approved bidder must provide a comprehensive testing plan to be reviewed and approved by the State of Michigan.	Y				<p>Contractor will provide a comprehensive test plan to be reviewed and approved by the State of Michigan. Please refer to line 78 for more details on testing.</p> <p>See Contractor's sample Quality Assurance Testing Plan in Exhibit A following this Table Schedule A, Table 1.</p>



77	Bidder must provide an example of a typical testing plan.	Y					See Contractor's sample Quality Assurance Testing Plan in Exhibit A following this Table Schedule A, Table 1.
78	The contractor, in conjunction with state level staff must conduct end-to-end testing including unit testing, regression testing, load testing, user acceptance testing and continuous testing of the application both before and after implementation while using test data similar to actual production data.	Y					<p>Contractor will work with state level staff, as appropriate, to conduct, document, and communicate the results of end-to-end testing.</p> <p>Contractor's testing strategy includes:</p> <p>Unit testing: Conducted by running automated tests written by developers to ensure a section of the application meets the design protocols and behaves as intended.</p> <p>Regression testing: Conducted after any round of issue fixes or updates. The purpose is to first verify that those fixes or updates are correct, and then to ensure that those changes did not in turn cause or reveal other problems. The main objective is to ensure there are no cases of "one step forward, two steps back".</p> <p>Performance testing: To check system behavior when it is under load. These tests are non-functional and can emulate production data to validate the platform's reliability, stability, and availability.</p> <p>UAT: Conducted to ensure the system is tested against the functional requirements/specifications. UAT involves the following:</p> <ul style="list-style-type: none"> <li>▪ Identify functions software is expected to perform.</li> <li>▪ Create input data based on the function's specifications.</li> <li>▪ Determine output based on the function's specifications.</li> <li>▪ Execute test case.</li> <li>▪ Compare actual/expected outputs.</li> </ul> <p>Functional system testing consists of test conditions created directly from Michigan's user/business requirements.</p> <p>System/Smoke/Continuous testing: Performed to validate the complete integrated solution. The purpose is to evaluate system compliance with</p>

						specified requirements. Contractor will conduct smoke testing to ensure major site elements do not display any broken functionality.  Accessibility testing: Conducted to ensure the application being tested is usable by those with disabilities.
79	The vendor must provide test cases for testing conversion scripts, and new data fields.	Y				Contractor will provide test cases related to data conversion to be reviewed and approved by the State of Michigan.
80	The contractor must itemize and test all reports for accuracy, including the federal 9169 and 9173 reports, based on both annual and quarterly data.	Y				The MonsterWorks system uses a centralized reporting database that allows easy report generation on demand and scheduled including the federal 9169 and 9173 reports.
81	The contractor must conduct a complete end-to-end test on all identified interface batch files, including both incoming and outgoing files for insertions, updates and deletes.	Y				As detailed in the response to Item 78 above, Data Conversion Testing, Functional Testing, Integration Testing and System Testing will be carried out for each data interface implemented. Incoming data files will be generated to cover all relevant use cases and predicted outcomes will be published. Processed outgoing data files will be scrutinized against requirements.
82	The contractor must provide initial training materials customized for Michigan.	Y				Contractor recognizes the need to tailor learning experiences to the unique needs of each user group while also realizing economies of scale associated with delivery of uniform solutions. Our approach is designed to meet the challenges associated with training a vast and changeable user population through blended learning solutions that combine in-person training, online training, and a train-the trainer model.  Our training products/services are developed and delivered using industry-standard instructional techniques and include multiple delivery methods. Training content will be tailored for each distinct end user group and job function identified, as well as customized for Michigan.
83	The contractor must provide initial and ongoing as-needed training to state level staff.	Y				Contractor will develop a comprehensive training plan and deliver the training program to support initial and ongoing education for stakeholders as they employ the new software and processes.

84	The system must offer a multi-level customizable user dashboard or be capable of linking to Michigan's existing dashboard.	Y				<p>MonsterWorks offers dashboards for different user roles, including a case worker dashboard that includes prioritized cases view, work queue, upcoming events, and appointments, required follow-up actions and quick navigation to other high value information. The system also includes a program dashboard and a participant dashboard to provide holistic view to the case workers on programs or assigned participants for quick decision making.</p>  <p><i>Case Worker Dashboard Example</i></p>
85	The system must offer a method for State Administrators to create, update and inactivate customer records.	Y				In accordance with Q&A #175, Contractor understands the State's need to create test data, and will provide a test environment. Under rare instances where test data has to go into production, Contractor will provide the necessary support to inactivate the data.
86	The bidder must provide examples of the system's case management functionality from a participant's initiation of services through four full quarters past the participant's program exit.	Y				The following snapshots illustrate examples of the participant's case management journey through registration, eligibility assessment, documenting case notes, program and service enrollment, and post exit follow-up actions.



## Program Eligibility Determination Form

Program Eligibility Determination has been created as draft or submitted yet.

PR20 WORK ADULT

Program Eligibility

Auto evaluation: ☒ not evaluated ☒ user evaluates, value not set to Customer's profile ☒ evaluated negative ☒ evaluated positive

All items inside this group are auto evaluated positive

<div><input checked="" type="checkbox"/></div> Registered for Selective Service YES	No verification Document, upload specified.
<div><input checked="" type="checkbox"/></div> Aged YES	No verification on customer, upload specified.
<div><input checked="" type="checkbox"/></div> Authorized to work in the US YES	No verification Document, upload specified.

Program Eligibility Calculation: Likely Eligible

Priority of Service

No Priority of Service Rules defined for this Program's Eligibility Determination.

Program Eligibility Determination

Step 1 of 2: 
 Step 2 of 2:

Eligibility Reason Code: Customer is determined eligible after verification of supporting documentation.

Back Create Draft Submit Determination

Signature Pad

Clear Submit Signature

## Eligibility Form Example

Martin Gelenecky (ID: 296370895)

Name: Martin Gelenecky

Address: 200 State St Apt 2 Boston 02112

Email: c3643437@urhen.com

Mobile Phone: 1111111111

[View Profile](#)

Populations:

- Adult
- Military
- MSFV
- Disabled individual
- RED - Adult
- TAA
- UI Claimant

## Adding Case Notes Example

Customer Services

UI Claimant

Case Notes

Customer Eligibility and Enrollment

Customer Plans (IEP)

Individual Training Account Items

Customer Test Scores

Customer Event E

Customer Services

Start Date \*  
11/20/2019

End Date \*  
04/09/2020

Filter Services

Record New Service

Entry Date	Actual Date	Office	Last Modified By	Service Name	Program / Grant	Status	Actions
12/06/2019	12/03/2019	AUTOTEST Office	Washington State...	Begins - Extends E...	911 Program 0	Completed	
12/02/2019	12/02/2019	AUTOTEST Office	Generic DO NOT M...	QA Training Service	MGELBUILDER	Completed	
12/05/2019	12/01/2019	AUTOTEST Office	Ma De	QA Training Service	MGELBUILDER	Completed	

Items per page: 10 1 - 3 of 3

Service Counts For The Last Year

Reportable Individual Services

Start Date \*  
02/02/2020

End Date \*  
05/19/2020

Filter Services

Record New Service

First Qualifying Service

Entry Date	Actual Date	Office	Last Modified By	Service Name	Program / Grant	Status	Actions
03/17/2020	03/17/2020	Spokane WA	QA StateAdmin QA...	Orientation	Reportable Individ...	Completed	
03/16/2020	03/16/2020	AUTOTEST Office	QA StateAdmin QA...	Accessed Workfor...	Reportable Individ...	Completed	
03/16/2020	03/16/2020	AUTOTEST Office	QA StateAdmin QA...	Occupational econ...	Reportable individ...	Completed	
03/16/2020	03/16/2020	AUTOTEST Office	QA StateAdmin QA...	Accessed Workfor...	Reportable individ...	Completed	

Items per page: 10 1 - 4 of 4

Reportable Individual Services Counts For The Last Year

Rendering Customer Services Example

Follow Up Plan

Follow Up Services

Performance Data

Follow Up Survey #	Employed	Employer	Retained	Wage
1	Employed	Monster	No	100
2	Unemployed			

Follow Up Survey 1 for Martin Goleneky

☒ Employed

Employer \*  
Monster

Employer NAICS \*  
236210 Industrial Building Construction

Wage \*  
100

☐ Same Employer as Last Quarter

Occupation \*  
Veterinary Technologists and Technicians

Keyword or O\*NET SOC Code

Wage Unit \*  
Hourly

Cancel

Save

							<i>Follow-up Plan Example</i>
87	The system must offer a calendar feature where users can select a date and manually type a date for all data fields that accept dates.	Y					MonsterWorks provides each customer with a standard calendar component aggregating and listing their appointments, while each staff user has a similar calendar listing the scheduled appointments and the appointment "reservations" they have created for their specific customers. All date fields support a calendar element or the ability to enter a date manually.
<b>OPTIONAL</b>							
88	The system should track customer entry, including the reason for their visit and link responses to existing customer records.	Y					Contractor offers this functionality through MonsterWorks LX or the Participant Resource Portal, which is accessible at job centers via a smart device or provided computers to register new participants or welcome returning customers.  Participants can either create an account or login to the system using their credentials and indicate the purpose of their visit and the responses are linked to the existing customer profile.
89	The system should suggest services based on responses to a customer's reason for their visit at customer entry (without staff intervention).	Y					Contractor offers this functionality through MonsterWorks LX or the Participant Resource Portal, which is accessible at job centers via a smart device or provided computers to register new participants or welcome returning customers. The reason for visit is requested and appropriate self-services are presented to the customer without staff intervention.
90	The system should use intelligence with matching potential training programs with customer's educational goals.	Y					Contractor offers this functionality through MonsterWorks LX or the Participant Resource Portal, which is accessible at job centers via a smart device or provided computers to register new participants or welcome returning customers.  MonsterWorks has comprehensive individual employment plans with identified work barriers and career/educational goals. The system uses the available information to recommend the best suitable training programs.  This functionality is part of the MonsterWorks core solution and not subject to an additional cost.

91	The system should alert the local area case manager(s) if a specific customer is physically present in the specified location.	Y					Contractor offers this functionality through MonsterWorks LX or the Participant Resource Portal, which is accessible at job centers via a smart device or provided computers to register new participants or welcome returning customers. If a specific customer is physically present, the local area case manager is alerted.
92	The system should alert the Case Manager if a Veteran is physically present at the specified location.	Y					Contractor offers this functionality through MonsterWorks LX or the Participant Resource Portal, which is accessible at job centers via a smart device or provided computers to register new participants or welcome returning customers. If a Veteran is physically present, the appropriate case manager is alerted.
93	The system should default to the English language, with an option for users to change to several language options.	Y					MonsterWorks' default language is English. For other languages, Contractor is including Google Translate to meet the language options desired. This includes all languages supported by the Google Translate engine. Google updates their official list as new languages are added.  This functionality is part of the MonsterWorks core solution and not subject to an additional cost.
94	The system should allow local area administrators the ability to make optional fields required for their local area.	Y					MonsterWorks configures data elements and questions associated with local program eligibility and assessments, and thereby provides local area administrators the ability to identify the required fields. This functionality is part of the MonsterWorks core solution and not subject to an additional cost.
95	The system should automatically adapt to different size tablets and mobile devices.	Y					MonsterWorks uses responsive design, which allows for ease of accessibility regardless of the type of device being utilized. Although the appearance may look slightly different on a phone or tablet versus a computer, the functionality is identical.  This functionality is part of the MonsterWorks core solution and not subject to an additional cost.
96	The system should have a method to produce mass outreach via email or text to notify a specified group of customers, participants and exiters to alert them of upcoming job fairs, training sessions, and other follow ups, with an option for customers to opt out of each communication method. Please	Y					MonsterWorks allows authorized users to produce outreach e-mail messages delivered to all individuals or a defined subset of individuals to inform or alert of upcoming events, such as job fairs or training sessions. Communication via text and the ability for individuals to opt out will be available at software acceptance. There is no additional related cost needed for this option.



	provide any related cost information for this option in Schedule B – Pricing.						
97	The system should offer a method for customers to schedule appointments, register for trainings, workshops and other required activities.	Y					<p>Contractor offers self-scheduling functionality through MonsterWorks LX or the Participant Resource Portal, which is accessible at job centers via a smart device or provided computers to register new participants or welcome returning customers.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
98	The system should offer a web application or portal for customers to interact with a Case Manager.	Y					<p>Contractor offers customers the ability to interact with a Case Manager through MonsterWorks LX or the Participant Resource Portal, which is accessible at job centers via a smart device or provided computers to register new participants or welcome returning customers.</p>
99	The system should offer online tutorials designed for entry level staff, which are updated with every release.	Y					<p>MonsterWorks offers online tutorials for entry-level staff as part of training activities. All online tutorials are updated with every software release.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
100	The system should offer a help button to connect with technical support, please indicate any or all languages supported.	Y					<p>Contractor provides users with robust online help that includes hover over, pop-up alerts, and FAQs. We use proactive monitoring, problem escalation procedures, and offer technical support (Tier 2) for the system. System Administrators are provided a toll-free number to call when support is needed. As calls are received by the Help Desk, all contacts are: 1) logged into the Help Desk system, 2) a support ticket tracking number and resolution purposes is provided to customers, and 3) as the issue is worked on and the status changes, updates are provided on each reported issue.</p> <p>We employ a problem escalation procedure to ensure all problems are escalated to operational and management personnel based on priority and depending upon the problem severity. Should a problem occur, the State shall submit a problem report to the Contractor Help Desk either by telephone or email, that includes: 1) A problem description; 2) the circumstances under which the problem occurred; including examples.</p>

						<p>We use a state-of-the-art call center, telephony, and software to ensure accurate and timely receipt, logging, tracking, and issue escalation. Hours of availability are from 8AM to 8PM EST Monday through Friday, excluding federal holidays. Our built-in escalation process is designed to address any software problem a user may encounter. Support beyond core hours includes the ability to submit emails or to contact the assigned Project Manager and/or Account Manager.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost. The MonsterWorks Help Desk supports the English language.</p>
101	The bidder should have the ability to utilize out of state wages for calculating WIOA performance measures on quarterly and annual reports.	Y				<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>The MonsterWorks system integrates with systems that provide out-of-state wage data to obtain the necessary information and uses our powerful and flexible reporting engine, SAP BusinessObjects, to generate quarterly and annual performance reports.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
102	The system should integrate with the state's labor exchange system, or provide a replacement module.	Y				<p>Contractor proposes a robust Labor Exchange (LX) option, which would result in a fully compliant, end-to-end case management solution that would transform the way job seekers and employers connect. It is configurable, easy-to-use, and aligned with the workforce development mission and brand of Michigan LEO-E&amp;T.</p> <p>This option offers intuitive, efficient, and easy-to-use self-service capabilities for employers and job seekers alike and easily integrates; has self-service and on-demand tools with one-to-one services allowing the State to engage job seekers and employers, as well as enable regional MWAs to better serve all constituents. It gives participants the ability to take control of their active job search. They receive access to a wealth of career-planning tools, including a resume builder, career-</p>

						<p>path advice, education/training materials, budget calculator and tracking, research occupations, expected salaries, career goal setting (IEP), calendaring, skills assessments, etc.</p> <p>The recommended LX option gives employers the ability to manage and communicate with applicants, search resumes, as well as post and manage jobs. By implementing the LX option, data is viewable in real-time in the MonsterWorks case management system providing staff with immediate visibility into all participant data and all self-service related actions. This ultimately improves outcomes and empowers Staff to deliver fast, informed, personalized career guidance – whether a citizen is unemployed, underemployed, or looking to make their next career move.</p> <p>For more detailed product information, please refer to Schedule A, SOW, Section No. 9. Alternatively, MonsterWorks can integrate with the state’s labor exchange.</p>
103	The system should access the state’s labor exchange system so the local area user can review the customer’s resume within the case management system.			Y		<p>MonsterWorks can integrate with the state’s labor exchange so that users can review a customer’s resume within the system.</p> <p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>As mentioned in 102 above, Contractor is proposing its MonsterWorks LX offering to provide staff with immediate visibility into all participant data and all self-service related actions. This ultimately improves outcomes as well as empowers Staff to deliver fast, informed, personalized career guidance - whether a citizen is unemployed, underemployed, or looking to make their next career move.</p> <p>For more information on this offering, please refer to Schedule A, Statement of Work, Section No. 9, detailed product description.</p>

104	The system should integrate with the Worker Adjustment and Retraining Notification database, or provide a replacement module.			Y			<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>MonsterWorks supports an interface with the WARN system. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to define and implement this interface.</p>
105	The system should include financial management functionality.	Y					<p>MonsterWorks provides robust financial management tools to appropriately implement the policies of every program and funding source that contributes to the State's workforce efforts.</p> <p>Program budgets may be set and maintained at the State, Area, and Local levels. Each budget level supports not just allocations and expenditures, but also policy caps on annual service provision, lifetime limits, etc.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
106	The system should provide a method for tracking services to employers in accordance with WIOA reporting requirements.	Y					<p>Through its complete and configurable Business Services program, MonsterWorks tracks customized services offered to employers. Events, group services, case notes, and business services records are all available to capture the effort of business services staff as they work to improve the State's employment environment. The data collected by Business Services staff powers WIOA compliant reporting.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
107	The system should include customer relationship management (CRM) capabilities for interactions with employers.	Y					<p>MonsterWorks includes a robust employer relationship management system in which the employer record architecture is such that company contact associated to a particular location display in the location dashboard. Services and notes recorded in any of the corresponding records will be visible in the employer location dashboard. Each record will be represented by a contact card, to include contact information and a link to the record. As part of the employer services, employer contacts</p>

						<p>such as phone calls can be recorded with additional case note information within the service.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
108	The system should allow for integration with other State of Michigan data systems including, but not limited to the Secretary of State, Department of Corrections, Social Security Administration, and Michigan Rehabilitation Services.			Y		<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>MonsterWorks supports an integration with other State of Michigan data systems including, the Secretary of State, Department of Corrections, Social Security Administration, and Michigan Rehabilitation Services. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
109	The system should integrate with the state's data collection systems for WIOA Title IV, or provide a replacement module.			Y		<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>MonsterWorks can support an interface with the state data collection systems for WIOA Title IV. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.</p>
110	The bidder should describe available Unemployment Insurance modules that may be connected to the base case management system.			Y		<p>MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.</p> <p>The UI-related data screens as described are part of the core system and not an add-on module. MonsterWorks expects an interface with the</p>

						State's Unemployment system. If a participant is a UI beneficiary, system users with the appropriate permissions will see detailed claim information, RESEA status, and possible qualification or disqualification information. TAA/TRA data originating in a UI system will flow into the system's TAA screens. This functionality is part of the MonsterWorks core solution and not subject to an additional cost.
111	The system should offer a method to auto assign a psuedo social security number if a customer refuses to provide his/her social security number.	Y				MonsterWorks assigns customers a unique identifier, which is used in the event a Social Security Number is not provided.  This functionality is part of the MonsterWorks core solution and not subject to an additional cost.
112	The system should have a method for local area users to view unemployment insurance claim data for customers impacted by trade, specifically including the Trade Readjustment Allowance.	Y				MonsterWorks is built using an open architecture and supports batch and real-time data exchanges over secure connections. We understand that every state implementation could be slightly different. Our system is architected to easily adapt to the required modification and can efficiently implement data exchanges.  MonsterWorks can interface with the State of Michigan unemployment insurance system to pull in and display claimant data for customers impacted by trade including Trade Readjustment Allowance. Contractor looks forward to the opportunity to engage with the appropriate State stakeholders to implement this interface.  This functionality is part of the MonsterWorks core solution and not subject to an additional cost.
113	The system should calculate and display the dates associated with Measurable Skill Gains (numerator and denominator).	Y				MonsterWorks calculates data related to Measurable Skill Gains in a manner consistent with the requirement.  The system's "Test Results" contains the fields necessary to record TABE, CASAS, and assessment results. The system includes a standard crosswalk to take assessment results and calculate Educational Functioning Level (EFL) to help identify skill gains. The system includes the ability to enter multiple test results and track progress of participants with the ability to identify skill gains. This functionality is part of the MonsterWorks core solution and not subject to an additional cost.

114	The system should offer an option for local areas to run "predictive" performance measure reports, including draft Employment and Training Administration's federal 9169 and 9173 reports, offering them a method to review reports for the upcoming quarter.	Y					<p>The system's ad hoc reporting tool, SAP BusinessObjects, can be configured to allow local area staff to run performance measure reports in the middle of the quarter to measure their progress. Access to previous reports can provide staff with insight into trends that will inform performance management.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
115	The system should offer the ability to run static performance measure reports to identify participants that are currently not meeting performance measures.	Y					<p>MonsterWorks includes a "canned" report showing program performance and containing a drilldown showing participant progress against performance goals.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
116	The system should offer the ability for administrators to troubleshoot participant level performance measure data.	Y					<p>MonsterWorks allows administrators to troubleshoot data errors related to participants' performance highlighted in the PIRL report. In addition to the front-end data validation, the system offers backend data governance and validates all PIRL data elements and their logical relationships to produce a list of elements that failed validation with a clear description of the errors or warnings in accordance with DOL WIPS rules.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
117	The system should capture all necessary data elements to calculate and submit data for federal reporting for the Adult Education (Title II) program.	Y					<p>MonsterWorks captures all necessary data elements to calculate and submit data for federal reporting for the Adult Education WIOA - Statewide and Local Performance Report (Title II) program.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
118	The system should have integrated help desk functionality or can be interfaced with Commercial Off The Shelf help desk applications.	Y					<p>Contractor provides users with robust online help that includes hover over, pop-up alerts, and FAQs. We use proactive monitoring, problem escalation procedures, and offer technical support (Tier 2) for the system. System Administrators are provided a toll-free number to call when support is needed. As calls are received by the Help Desk, all contacts are: 1) logged into the Help Desk system, 2) a support ticket</p>



						<p>tracking number and resolution purposes is provided to customers, and 3) as the issue is worked on and the status changes, updates are provided on each reported issue.</p> <p>We employ a problem escalation procedure so that all problems are escalated to operational and management personnel on a priority basis, depending upon the problem severity. Should a problem arise, the State shall submit a problem report to the Contractor Help Desk either by telephone or email, that includes: 1) A problem description; 2) the circumstances under which the problem occurred; including examples.</p> <p>We use a state-of-the-art call center, telephony, and software to ensure accurate and timely receipt, logging, tracking, and issue escalation. Hours of availability are from 8AM to 8PM EST Monday through Friday, excluding federal holidays. Our built-in escalation process is designed to address any software problem a user may encounter. Support beyond core hours includes the ability to submit emails or to contact the assigned Project Manager and/or Account Manager.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
119	Each data field in the system should offer a tooltip with a customizable definition of the data field.	Y				<p>As referenced in requirement #23, MonsterWorks has a comprehensive and integrated tool tip help for data fields that is a current capability. Data fields in the system currently have definitions where applicable. Contractor welcomes an opportunity to separately scope and price specific customizable content and definitions specifically tailored to meet Michigan's needs upon Contract Award.</p>
120	State and local level should have access to globally search the system by searching all screens, data fields and data field values.	Y				<p>MonsterWorks contains a robust search feature that powers a variety of searches for participant, employer, training provider, and staff data. Searches can be exact matches and also "soundalike" for strings. Search results can be sorted and filtered in valuable and useful ways. Contractor can work with the State of Michigan to identify additional data fields that are required as part of the system search.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>



121	The system should offer the ability to view and schedule tasks, appointments, events, meetings and workshops, with the ability to link to individual customers.	Y					<p>MonsterWorks provides the ability to view and schedule tasks, appointments, events, meetings, and workshops, with the ability to link to individual customers.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
122	The system should offer alerts and reminders on action items.	Y					<p>MonsterWorks provides prominent prompts when alerts are waiting for a user to view.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
123	The system should offer a method for State Administrators to configure allowable timeframes of activity end dates.	Y					<p>MonsterWorks allows System Administrators to set a maximum duration for services in the system, such as TAA training activity.</p>
124	The system should notify local area staff of scheduled and missed appointments.	Y					<p>MonsterWorks provides properly-permissioned users with the ability to schedule and track appointments via the system's intuitive user interface. The system notifies staff of upcoming events, including appointments. Missed events are covered under negative activities.</p> <p>This functionality is part of the MonsterWorks core solution and not subject to an additional cost.</p>
125	When internet is not available, data can be entered into a registration. When the device is connected to the network, this data will be uploaded to the system. Ex: Migrant and Seasonal Farmworker registrations in the field.	Y					<p>MonsterWorks contains a feature that allows for the bulk uploading of registration data. This allows staff operating in the field and without internet to capture registrations offline in a .csv template (using Excel or Numbers or any other .csv-editing application) and then upload into MonsterWorks when connectivity is available again.</p>
126	System should automatically notify the appropriate staff member when a referral is added for a Veteran.	Y					<p>MonsterWorks notifies Veteran staff via system alert when a referral is added for a Veteran customer.</p>

Schedule B - Pricing

**Table A - Subscription License Model**

Subscription Based - Product Name	Annual License Subscription Fee (Price per user)	Annual Tiered Pricing	Annual Enterprise Licensing – Unlimited Number of Users	
MonsterWorks Case Management	N/A	N/A	<b>Year 2-Partial*</b>	<b>\$277,305.00</b>
MonsterWorks Case Management			<b>Years 3-10*</b>	<b>\$1,341,009.00</b>

\*Licensing Fees to be paid monthly to correspond with any service credits.

Licensing and Hosting costs will be paid after installation, configuration, and State testing and acceptance of the Solution.

Implementation Fees. All costs associated with Implementation Services are included below (e.g. configuration, customization, migration, integration, testing, etc.) (the “**Implementation Fees**”). All costs are firm fixed.

- Configuration. Configuration costs include a Contractor Project Manager (key) and a Contractor Security Officer (key), accessibility audits, environment configuration, environment hosting, database configuration and partitioning, and code development/deployment.
- Customization. Customization costs include modifications to the Solution's underlying source code, which will be completed as part of the initial implementation, all configuration changes or customization modifications to meet or exceed Michigan requirements, system enhancement to meet Michigan Optional requirements, and any branding or white labeling required.
- Integration. Integration costs include defining, implementing, testing, and deploying data integration between MonsterWorks and Michigan defined data sources and end points.
- Migration. Migration costs include all costs related to mapping the data, data scripting, data conversion, data testing, dry-runs, and final cutover.

- Training. Training costs include a full-time Training Specialist, customization of training materials, and customization of computer-based training.

<b>MonsterWorks Case Management</b>	
Configuration	\$ 1,746,018.00
Customization	\$ 349,344.00
Integration	\$ 561,029.00
Migration	\$ 872,621.00
Training	\$ 492,000.00
Optional Items	\$ 325,798.00
<b>Total</b>	<b>\$ 4,346,810.00</b>

#### **Payment Schedule – MonsterWorks**

<b>Milestone</b>	<b>Completion Date</b>	<b>Amount of Payment</b>
Requirements and Design Validation	Execution + 90 calendar days	\$434,681.00
Provision Environments	Execution + 180 calendar days	\$434,681.00
Installation and Configuration of Software	Execution + 270 calendar days	\$434,681.00
Testing and Acceptance	Execution+300 calendar days	\$434,681.00
Data Migration	Execution + 450	\$434,681.00
Production	Execution + 540 calendar days	\$1,304,043.00
Postproduction Warranty	Production + 90 calendar days	\$869,362.00
	<b>Total</b>	<b>\$4,346,810.00</b>

#### **Annual Pricing Breakdown –**

	MonsterWorks Case Management Subscription	Optional Req #96	Optional Req #104	Optional Req #109	Optional Req #119	Optional Req #123	Total
Implementation	\$4,021,012.00	\$92,170.00	\$27,197.00	\$27,197.00	\$54,472.00	\$124,762.00	\$4,346,810.00
Year 2	\$251,408.00	\$8,374.00	\$2,040.00	\$2,040.00	\$4,086.00	\$9,357.00	\$277,305.00
Year 3	\$1,290,677.00	\$15,287.00	\$4,080.00	\$4,080.00	\$8,171.00	\$18,714.00	\$1,341,009.00
Year 4	\$1,290,677.00	\$15,287.00	\$4,080.00	\$4,080.00	\$8,171.00	\$18,714.00	\$1,341,009.00
Year 5	\$1,290,677.00	\$15,287.00	\$4,080.00	\$4,080.00	\$8,171.00	\$18,714.00	\$1,341,009.00
Year 6 (Optional)	\$1,290,677.00	\$15,287.00	\$4,080.00	\$4,080.00	\$8,171.00	\$18,714.00	\$1,341,009.00
Year 7 (Optional)	\$1,290,677.00	\$15,287.00	\$4,080.00	\$4,080.00	\$8,171.00	\$18,714.00	\$1,341,009.00
Year 8 (Optional)	\$1,290,677.00	\$15,287.00	\$4,080.00	\$4,080.00	\$8,171.00	\$18,714.00	\$1,341,009.00
Year 9 (Optional)	\$1,290,677.00	\$15,287.00	\$4,080.00	\$4,080.00	\$8,171.00	\$18,714.00	\$1,341,009.00
Year 10 (Optional)	\$1,290,677.00	\$15,287.00	\$4,080.00	\$4,080.00	\$8,171.00	\$18,714.00	\$1,341,009.00

Postproduction Warranty. The Contractor must provide a 90 calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract, including all Support Services identified in Schedule D.

Rate Card for Ancillary Professional Services.

Resource	On-Site Hourly Rate	Off-Site Hourly Rate	Monster GSA Schedule
Administrative Support	\$57.89	\$64.32	\$64.32

Resource	On-Site Hourly Rate	Off-Site Hourly Rate	Monster GSA Schedule
Application Engineer/Integration Specialist	\$151.20	\$168.00	\$168.00
Business Analyst	\$116.64	\$129.60	\$129.60
Creative Lead	\$98.50	\$109.44	\$109.44
Developer	\$116.64	\$129.60	\$129.60
Documentation Technical Writer	\$95.04	\$105.60	\$105.60
HR Specialist	\$151.20	\$168.00	\$168.00
Information Architect	\$103.68	\$115.20	\$115.20
Product Analyst	\$103.68	\$115.20	\$115.20
Project Director/Account Supervisor	\$151.20	\$168.00	\$168.00
Project Manager	\$151.20	\$168.00	\$168.00
Security Analyst	\$151.20	\$168.00	\$168.00
Security Engineer	\$151.20	\$168.00	\$168.00
Senior Developer	\$151.20	\$168.00	\$168.00
Senior Systems Engineer	\$151.20	\$168.00	\$168.00
Systems Analyst	\$116.64	\$129.60	\$129.60
Technical Support	\$95.04	\$105.60	\$105.60
Training Specialist	\$117.51	\$130.56	\$130.56

This will be utilized for any State legislated programs that may need to be added in the future during the Contract Term.

#### Open Source or Third Party Products

Contractor has identified the following open source or third-party products that include a separate licensing fee and will be used in connection with the proposed Solution. The following product is included in the implementation price or the Enterprise license annual subscription price.

Product	Years 2-5 Annual	Years 6-10 Annual	Total
Atlassian/Confluence	\$16,154.00	\$17,668.00	\$152,956.00

#### Additional Pricing Terms

Contractor understands if it reduces its prices, or offers a lower price to any other entity, private or public, for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Monster shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) business days of the reduction taking effect.

#### Travel and Expenses

The State does not pay for overtime or travel expenses.

#### Optionally Priced Items

**Table 1. MonsterWorks Case Management Optional Items**

#	Business Specification	Implementation	Year 2 Subscription	Annual Subscription
90	The system should use intelligence with matching potential training programs with customer's educational goals.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
93	The system should default to the English language, with an option for users to change to several language options.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
94	The system should allow local area administrators the ability to make optional fields required for their local area.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
95	The system should automatically adapt to different size tablets and mobile devices.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
96	The system should have a method to produce mass outreach via email or text to notify a specified group of customers, participants and exiters to alert them of upcoming job fairs, training sessions, and other follow	\$92,170.00	\$8,374.00	\$15,287.00

#	Business Specification	Implementation	Year 2 Subscription	Annual Subscription
	ups, with an option for customers to opt out of each communication method.			
97	The system should offer a method for customers to schedule appointments, register for trainings, workshops and other required activities.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
99	The system should offer online tutorials designed for entry level staff, which are updated with every release.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
100	The system should offer a help button to connect with technical support.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
101	The bidder should have the ability to utilize out of state wages for calculating WIOA performance measures on quarterly and annual reports.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
104	The system should integrate with the Worker Adjustment and Retraining Notification database, or provide a replacement module.	\$27,197.00	\$2,040.00	\$4,080.00
105	The system should include financial management functionality.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
106	The system should provide a method for tracking services to employers in accordance with WIOA reporting requirements.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
107	The system should include customer relationship management (CRM) capabilities for interactions with employers.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
108	The system should allow for integration with other State of Michigan data systems including, but not limited to the Secretary of State, Department of Corrections, Social Security Administration, and Michigan Rehabilitation Services.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		

#	Business Specification	Implementation	Year 2 Subscription	Annual Subscription
109	The system should integrate with the state's data collection systems for WIOA Title IV, or provide a replacement module.	\$27,197.00	\$2,040.00	\$4,080.00
110	The bidder should describe available Unemployment Insurance modules that may be connected to the base case management system.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
111	The system should offer a method to auto assign a psuedo social security number if a customer refuses to provide his/her social security number.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
112	The system should have a method for local area users to view unemployment insurance claim data for customers impacted by trade, specifically including the Trade Readjustment Allowance.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
113	The system should calculate and display the dates associated with Measurable Skill Gains (numerator and denominator).	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
114	The system should offer an option for local areas to run "predictive" performance measure reports, including draft Employment and Training Administration's federal 9169 and 9173 reports, offering them a method to review reports for the upcoming quarter.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
115	The system should offer the ability to run static performance measure reports to identify participants that are currently not meeting performance measures.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
116	The system should offer the ability for administrators to troubleshoot participant level performance measure data.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
117	The system should capture all necessary data elements to calculate and submit data for federal reporting for the Adult Education (Title II) program.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		



#	Business Specification	Implementation	Year 2 Subscription	Annual Subscription
118	The system should have integrated help desk functionality or can be interfaced with Commercial Off The Shelf help desk applications.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
119	Each data field in the system should offer a tooltip with a customizable definition of the data field.	\$54,472.00	\$4,086.00	\$8,171.00
120	State and local level should have access to globally search the system by searching all screens, data fields and data field values.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
121	The system should offer the ability to view and schedule tasks, appointments, events, meetings and workshops, with the ability to link to individual customers.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
122	The system should offer alerts and reminders on action items.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		
123	The system should offer a method for State Administrators to configure allowable timeframes of activity end dates.	\$124,762.00	\$9,357.00	\$18,714.00
124	The system should notify local area staff of scheduled and missed appointments.	This functionality is included in the MonsterWorks Case Management product at no additional cost.		

**Table 1. MonsterWorks Labor Exchange Optional Items**

#	Business Specification	Implementation	Year 2 Subscription	Annual Subscription
88	The system should track customer entry, including the reason for their visit and link responses to existing customer records.	This functionality is included in the MonsterWorks Labor Exchange product at no additional cost.		
89	The system should suggest services based on responses to a customer's reason for their visit at customer entry (without staff intervention).	This functionality is included in the MonsterWorks Labor Exchange product at no additional cost.		

#	Business Specification	Implementation	Year 2 Subscription	Annual Subscription
91	The system should alert the local area case manager(s) if a specific customer is physically present in the specified location.	This functionality is included in the MonsterWorks Labor Exchange product at no additional cost.		
92	The system should alert the Case Manager if a Veteran is physically present at the specified location.	This functionality is included in the MonsterWorks Labor Exchange product at no additional cost.		
98	The system should offer a web application or portal for customers to interact with a Case Manager. <b>(MonsterWorks Participant Resource Portal)</b>	This functionality is included in the MonsterWorks Labor Exchange product at no additional cost.		
102	...Or provide a replacement module. <b>(MonsterWorks Labor Exchange includes the business requirements of the MonsterWorks Resource Portal)</b>	\$198,846.00*	\$14,914.00	\$29,827.00

\*NOTE: No data migration costs are included in the MonsterWorks Labor Exchange system, as additional information from the State is required in order to fully understand the scope. Therefore, Monster will work with the State to scope and price data migration of the MonsterWorks Labor Exchange system if required.

Please note that the MonsterWorks Participant Resource Portal can be separately procured as listed in Table 3:

**Table 2. MonsterWorks Participant Resource Portal Optional Items**

#	Business Specification	Implementation	Year 2 Subscription	Annual Subscription
88	The system should track customer entry, including the reason for their visit and link responses to existing customer records.	This functionality is included in the MonsterWorks Labor Exchange and/or Participant Resource Portal at no additional cost.		
89	The system should suggest services based on responses to a customer's reason for their visit at customer entry (without staff intervention).	This functionality is included in the MonsterWorks Labor Exchange and/or Participant Resource Portal at no additional cost.		
91	The system should alert the local area case manager(s) if a specific customer is physically present in the specified location.	This functionality is included in the MonsterWorks Labor Exchange and/or Participant Resource Portal at no additional cost.		

#	Business Specification	Implementation	Year 2 Subscription	Annual Subscription
92	The system should alert the Case Manager if a Veteran is physically present at the specified location.	This functionality is included in the MonsterWorks Labor Exchange and/or Participant Resource Portal at no additional cost.		
98	The system should offer a web application or portal for customers to interact with a Case Manager. (MonsterWorks Participant Resource Portal)	\$180,763.00*	\$13,558.00	\$27,115.00
102	The system should integrate with the state's labor exchange system...	This functionality is included in the MonsterWorks Labor Exchange and/or Participant Resource Portal at no additional cost.		
103	The system should access the state's labor exchange system so the local area user can review the customer's resume within the case management system.	This functionality is included in the MonsterWorks Labor Exchange and/or Participant Resource Portal at no additional cost.		

## SCHEDULE C - INSURANCE SCHEDULE

### Required Coverage.

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

Insurance Type	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit  \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit  \$2,000,000 Products/Completed Operations	Policy must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Policy must: (1) be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

Insurance Type	Additional Requirements
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence  \$1,000,000 Annual Aggregate	Policy must cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

1.2 If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

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

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

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

## SCHEDULE D - SERVICE LEVEL AGREEMENT

### IF THE SOFTWARE IS CONTRACTOR HOSTED, then the following applies:

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

**“Actual Uptime”** means the total minutes in the Service Period that the Hosted Services are Available.

**“Availability”** has the meaning set forth in **Section 3.1**.

**“Availability Requirement”** has the meaning set forth in **Section 3.1**.

**“Available”** has the meaning set forth in **Section 3.1**.

**“Business Hours”** has the same meaning as “Support Hours”.

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

**“Corrective Action Plan”** has the meaning set forth in **Section 4.6**.

**“Critical Service Error”** has the meaning set forth in **Section 4.4(a)**.

**“Exceptions”** has the meaning set forth in **Section 3.2**.

**“High Service Error”** has the meaning set forth in **Section 4.4(a)**.

**“Low Service Error”** has the meaning set forth in **Section 4.4(a)**.

**“Medium Service Error”** has the meaning set forth in **Section 4.4(a)**.

**“Resolve”** has the meaning set forth in **Section 4.4(b)**.

**“RPO”** or **“Recovery Point Objective”** means the maximum amount of potential data loss in the event of a disaster.

**“RTO”** or **“Recovery Time Objective”** means the maximum period of time to fully restore the Hosted Services in the case of a disaster.

**“Scheduled Downtime”** has the meaning set forth in **Section 3.3**.

**“Scheduled Uptime”** means the total minutes in the Service Period.

**“Service Availability Credits”** has the meaning set forth in **Section 3.6(a)**.

**“Service Error”** means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

**“Service Level Credits”** has the meaning set forth in **Section 4.5**.

**“Service Level Failure”** means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

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

**“Software Support Services”** has the meaning set forth in **Section 4**.

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

**“Support Hours”** means 8 am to 6 pm ET Monday through Friday, excluding State Holidays.

**“Support Request”** has the meaning set forth in **Section 4.4(a)**.

**“Support Service Level Requirements”** has the meaning set forth in **Section 4.4**.

## **2. Service Availability and Service Availability Credits.**

**2.1 Availability Requirement.** Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a **“Service Period”**), at least 99.00 of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the **“Availability Requirement”**). **“Available”** means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. **“Availability”** has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows:  $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \times 100 = \text{Availability}$ .

**2.2 Exceptions.** 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”**):

- (a) Failures of the State's or its Authorized Users' internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 3.3**.
- (c) Any State or other third party data source which is not directly or indirectly supported by Monster's infrastructure including but not limited to SWIS, MIBridges, or MI Unemployment.

2.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services or Software in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

2.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received minus the roundtrip response latency between Monster hosted solutions and the end user device, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

2.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services and Software during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services and Software relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

## 2.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services and Software provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.00%	None
<99.0% but ≥ 98.5%	10%



<98.5% but ≥98.0%	20%
<98.0% but ≥90.0%	40%
<90.0%	100%

(b) Any Service Availability Credits due under this **Section 3.6** will be applied in accordance with payment terms of the Contract. When a Service Availability Credit or Service Level Credit may both apply, the State will only select the option that yields the highest percentage credit value but not both.

(c) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

**3. Support and Maintenance Services.** Contractor will provide IT Environment Service and Software maintenance and support services (collectively, “**Software Support Services**”) in accordance with the provisions of this **Section 4**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

3.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited telephone support 8 am to 6 pm ET Monday through Friday, excluding State Holidays.

(c) provide unlimited online support 24 hours a day, seven days a week;

(d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e) respond to and Resolve Support Requests as specified in this **Section 4**

3.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of

the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

- (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
- (ii) If Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 4.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
- (iii) Notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

**3.3 Service Maintenance.** Contractor will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall consult with the State and is required to receive State approval prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and
- (b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

**3.4 Support Service Level Requirements.** Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 4.4 ("Support Service Level Requirements")**, and the Contract.

3.5 Support Requests. 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 will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing. Support Request Classification is mutually agreed upon by both parties.

Support Request Classification	Description:  Any Service Error Comprising or Causing any of the Following Events or Effects
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>• IT Environment Services and Software is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary 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>
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3.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. **“Resolve”** (including **“Resolved”**, **“Resolution”** and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error: “Resolution may include a mutually-acceptable workaround while a full resolution is being prepared.”

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) Business Hour	Four (4) Business Hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error

			not responded to within the required response time.	remains un-Resolved.
High Service Error	One (1) Business Hour	Twenty (20) Business Hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional period of the metric that the corresponding Service Error remains un-Resolved.
Medium Service Error	Three (3) Business Hours	Twenty (20) Business Days  Twenty days is the Maximum and is in line with Contractor's normal release cycle	N/A	N/A
Low Service Error	Three (3) Business Hours	Twenty (20) Business Days  Twenty days is the	N/A	N/A

		Maximum and is in line with Contractor's normal release cycle		
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3.7 Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Project Manager and Contractor's management or engineering personnel, as appropriate.

3.8 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 3.6 ("Response and Resolution Time Service Levels")** in accordance with payment terms set forth in the Contract. When a Service Availability Credit or Service Level Credit may both apply, the State will only select the option that yields the highest percentage credit value but not both.

3.9 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

**4. Data Storage, Backup, Restoration and Disaster Recovery.** Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the IT Environment Services and Software, in each case throughout the Term and at all times

in connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.

4.1 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.

4.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups as specified in **Schedule A**. Contractor must, within five (5) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the same format used for used for any daily extracts.

4.3 Data Restoration. If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within one (1) Business Day of the State's request. Contractor will provide data restorations at its sole cost and expense.

Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of last committed transaction, and a Recovery Time Objective (RTO) of 8 hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule F**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 6**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default

## SCHEDULE E – DATA SECURITY REQUIREMENTS

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

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

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

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

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

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

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

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

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

**“Security Accreditation Process”** has the meaning set forth in **Section 6** of this Schedule

**2. Security Officer.** Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Officer”**).

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

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;



(d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and

(e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at [https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html).

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

**4. Acceptable Use Policy.** To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see [https://www.michigan.gov/documents/dtmb/1340.00.01\\_Acceptable\\_Use\\_of\\_Information\\_Technology\\_Standard\\_458958\\_7.pdf](https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

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

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization (or SOC 2 Type II audits for Co-Location only providers) for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization (or SOC 2 Type II audits for Co-Location only providers), the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State

required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.3 ensure that the Work Product Software and State Data is securely stored, hosted, supported, administered, accessed, developed and backed up in the continental United States, and the data center(s) in which State Data resides minimally meets Uptime Institute Tier 3 standards ([www.uptimeinstitute.com](http://www.uptimeinstitute.com)), or its equivalent;

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

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

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

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

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

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

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

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

**7. Unauthorized Access.** Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

## **8. Security Audits.**

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other

policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, of any and all Hosted Services and their housing facilities and operating environments.

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

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

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

**9. Application Scanning.** During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

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

(a) Contractor must dynamically scan a deployed version of the Software using an industry standard application scanning tool and provide the State a summary report after Contractor has completed the required scans. These scans must be completed for each major release; and scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.

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

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

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State a summary report after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

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

## **10. Infrastructure Scanning.**

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

## **11. Nonexclusive Remedy for Security Breach.**

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination. termination.

## Schedule F – Disaster Recovery Plan

Please see Monster Worldwide, Inc.'s (MWW) Crisis Management Plan (DR plan) below, which provides details on our overall approach for handling a disaster or crisis as well as the local command and control, communications and interfaces with the MWW Crisis Management Team. This plan provides the essential guidance to teams dealing with a crisis situation.

## SCHEDULE G – Transition In and Out

The Contractor will be responsible for leading and performing the data conversion and migration activities. The State anticipates that conversion and migration activities should begin contemporaneously with the project. The State expects that all data in LEO – Workforce Development Agency Data and Performance Reporting Systems (and its associated data in the other systems) be converted and migrated to the Future System.

The State will require the Contractor to provide auditing reports to validate that all data has been mapped and converted accurately and completely. Data conversion is required from multiple legacy systems, including OSMIS – Oracle DB systems, multiple .net applications. Data conversion and migration activities include:

- working with the State to determine the data to be converted
- building a data conversion schedule
- tracking each data element being converted
- validating that all records/images converted equals number of records/images written to the new database
- testing the converted data in the new solution
- reporting progress
- ensuring adequate staff is assigned to the effort

The Contractor will implement and develop any tools required to convert the data into a format to be imported into the Solution, cleansing the data as it is integrated into the solution. Additionally, all images currently stored in the legacy systems need to be migrated to the Future System. The Contractor will perform a trial conversion(s) prior to performing UAT, perform system testing with converted data, will collaborate with the State to resolve any data issues identified, and will provide tools and reports for the State to validate the data. During and after data conversion, the Contractor will be responsible for supporting data quality within the Solution by participating in activities defined in the Data Quality Plan and through the incorporation of automated data quality tools and logic rules that help promote data quality and prevent the input of invalid information. Within thirty (30) calendar days of Contract Start Date, the Contractor must submit a Data Quality Standards and Automated Data Quality Approach document that



will describe the data quality standards that the Contractor proposes and outline the tools and processes that the Contractor will employ to ensure the data quality.

### **Data Conversion and Data Quality Plan**

Within sixty (60) calendar days of execution of the Contract, the Contractor will submit the Data Conversion and Data Quality Plan. This plan will be updated, by the Contractor, as needed thereafter. The Contractor will be responsible for understanding the data requirements during Requirements and Design Validation phase and gaining an understanding of the data available in legacy systems that may need to be converted. The Contractor will understand how much historical data needs to be converted based on program policy and by case status.

The Contractor will collaborate with the State to define a specification for the data to be extracted from the legacy systems. The purpose of the Data Conversion Plan is to define the approach and plan for converting data from legacy systems into the Solution, managing data to ensure that converted data is provided for testing, performing ongoing data quality testing, and ensuring that confidential data is managed effectively.

This includes, at a minimum:

- Identifying the data elements that need to be converted and the source systems
- Determining the amount of historical data that will need to be converted
- Mapping the relationships between the legacy data that needs to be converted and the data model for the Future System
- Identifying the approach to conversion (e.g. automated)
- Defining the approach to validating the converted data against legacy data and addressing any data discrepancies
- Specifying the approach to managing confidential data
- Describing interim deliverables
- Defining Roles and Responsibilities
- Identifying tools used to perform the transformation
- Outlining Tools/approach to track status/progress
- Testing of converted data, including System Integration Testing (SIT) within the future system prior to UAT
- Defining the approach for ongoing automated data quality testing

### **Data Conversion Testing Report and Results:**

At least thirty (30) calendar days prior to beginning UAT, the Contractor will deliver the Data Conversion Testing Report and Results. This report will verify that the converted data has been tested and is ready for production prior to performing UAT. This will include confirmation that all data that needs to be converted for the release to go-live has been reconciled to the legacy system and verified by the State. UAT will not commence until the State has approved the Data Conversion Testing Report and Results.

### **Testing, Acceptance Testing, Reporting and Results:**

The Contractor will be the lead and be responsible for the Future System testing effort. LEO is interested in reviewing Respondents' proposals regarding potential automation methods and tools, an automated testing policy, and how the Contractor plans to utilize automation where appropriate during and after system implementation. The Contractor will define a testing methodology that utilizes automation and includes multiple testing cycles to ensure the entire Future System is functioning without issues.

The Contractor's methodology must meet with industry standard methodologies such as Software Engineering Institute, the Capability Maturity Model, International Standards Organization, ISO9000 or the Institute of Electrical and Electronics Engineers (IEEE) or IEEE 829 Standard for Software and System Test Documentation and related standards.

The Contractor, in collaboration with the State, will be responsible for performing and reporting on status of all testing required to fully test the Future System including:

- Unit Testing — Ensure each "unit" performs as outlined in the technical design
- Integration Testing — Ensure the Future System supports end-to-end business processes. The Contractor is solely responsible to document the test cases, data conditions, setting up the production like data conditions data set in the integration testing environment.
- The Contractor will maintain all test results, notes, and observations. Test Results should be recorded and include name of tester, witness and date that test was completed. The Contractor should make Test Results available to the State for review immediately after completion of tests.

- The Contractor is solely responsible to demonstrate to the State that all integration tests defined have been carried out and the test reports demonstrate that the Solution is fit for the designed purpose.
- The State reserves the right to accept the software release exiting the integration testing phase to QAT phase.
- QAT – Quality Assurance Testing – LEO and DTMB testers will run the test cases, test scripts developed by the Contractor in the integration testing phase and ensure the Future System behavior aligns with the business requirements. Contractor must implement a process to populate test data in the QAT environment with all data conditions/scenarios like production data (no PII data in the lower environment).
- User Acceptance Testing (UAT) — UAT will serve as a Beta testing, staging, training environment for the end users (MWAs). Contractor must implement a process to populate test data in the UAT environment with all data conditions/scenarios like production data (no PII data in the lower environment).
- Performance/Stress Testing — Ensure the Future System will meet the State's performance needs.

#### **Master Test Plan:**

Within Sixty (60) calendar days upon commencement of Provision environments milestone event, the Contractor will submit the Master Test Plan.

This plan will include, at a minimum:

- Approach to testing according to the proposed SDLC – Agile/Scrum methodology.
- Types of testing to be performed in the Sprint development cycle
- Implement test data preparation process in the QAT/UAT database – Test data should mimic production like dataset (volume and data conditions)
- Testing environments (QAT/UAT)
- Testing tools
- Test case development
- Documentation of test results, including an evaluation should include a summary of any outstanding issues/defects with the system and any other pertinent readiness issues

- A contingency plan component which identifies alternative strategies that may be used if specific system risk/issue occurs, such as a failure of test results to support a decision to proceed to the next phase of the project
- Specifics regarding the processes leveraged to track testing progress and defect resolution
- The organization of the test team and associated responsibilities (definition of roles and named resources who will perform each role)
- Entrance and exit criteria for all types of testing
- Criteria for passing scripts (the decision criteria should be specific and measurable.)
- Testing progress status reporting and interim testing milestones and associated reports
- Definition of the Platform Readiness Test (UAT/Staging environment) (this test must be passed prior to promotion to the pre-production environment)
- Entrance and exit criteria for each testing cycle (the decision criteria shall be specific and measurable.)
- Testing approach to performance and stress testing - Up to 3 load test runs before the first version of the product goes live up to a maximum of 3000 concurrent users

## SCHEDULE H - Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### 1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.



- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

### **3. Copeland “Anti-Kickback” Act**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

### **4. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:



- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **5. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

## **6. Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable

standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

## 7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **8. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## **9. Procurement of Recovered Materials**

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive

Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **10. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) Access to Records. The following access to records requirements apply to this contract:
- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- (2) Changes.
- See the provisions regarding modifications or change notice in the Contract Terms.
- (3) DHS Seal, Logo, And Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

(6) Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Schedule H, Attachment 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date