STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **MA230000001003**

CONTRACTOR	
	ASKREPLY, INC.
	725 West McDowell Road
	phoenix AZ 85007
	Scott Entin
	272-556-0990 ext 1007
	scott@pantherinternational.com
	CV0015038

STATE			
	Program Manager	Various	Various
	Contract Administrator	Corbin Montry	DTMB
		517-256-9895	
		montryc@michigan.gov	

CONTRACT SUMMARY			
Passenger Transportation Information Management System (PTIMS)			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
June 9, 2023	June 8, 2028	5 - 12 Months	June 8, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,429,550.00	$0.00	$1,429,550.00

DESCRIPTION
Effective 06/13/2025, the contract is amended to incorporate the below updated ADA Compliance Language. This language replaces, in its entirety, the previous WCAG 2.0 Level AA language. No additional funding is required. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval. Please note the Contract Administrator has been changed to Corbin Montry. 5. 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, applications, content, and electronic documents. Due to a change in the law, the State is required to comply with specific accessibility standards for websites, applications, content and documents. Starting 4/24/2026, throughout the Term, all websites, applications, software, content, and electronic documents, including but not limited to mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet), created, provided, or made available by the Contractor under this Contract, must comply with WCAG 2.1 Level AA.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Jeffrey LaBean	517-243-1743	LabeanJ@michigan.gov
MDOT	Gina Huhn	517-335-1706	huhng@michigan.gov

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **MA230000001003**

CONTRACTOR	
	AskReply, Inc dba Panther International
	725 West McDowell Road
	phoenix AZ 85007
	Scott Entin
	272-556-0990 ext 1007
	scott@pantherinternational.com
	CV0015038

STATE			
	Program Manager	Various	Various
	Contract Administrator	Robin Lampert	DTMB
		517-582-2746	
		LampertR1@michigan.gov	

CONTRACT SUMMARY			
Passenger Transportation Information Management System (PTIMS)			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
June 9, 2023	June 8, 2028	5 - 12 Months	June 8, 2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$1,429,550.00	$0.00	$1,429,550.00		

DESCRIPTION

Effective June 17, 2024, Year Two (6/9/2024 to 6/8/2025) SaaS payments will be made quarterly for the term of the year. Annual payments will resume at the end of Year Two. The quarterly amount is $44,500.

Please note the MDOT Program Manager has been changed to Gina Huhn, and the Contract Administrator has been changed to Robin Lampert.

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

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Jeffrey LaBean	517-243-1743	LabeanJ@michigan.gov
MDOT	Gina Huhn	517-335-1706	huhng@michigan.gov

STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget
320 South Walnut Street
PO Box 30026
Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000001003**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	AskReply, Inc dba Panther International
	725 West McDowell Road
	Phoenix, AZ 85007
	Scott Entin
	727-556-0990 ext. 1007
	scott@pantherinternational.com
	CV0015038

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

CONTRACT SUMMARY			
DESCRIPTION: Passenger Transportation Information Management System (PTIMS)			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
6/9/2023	6/8/2028	5 – One Year	6/8/2028
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
Master Agreement established from RFP 230000003203.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$1,429,550.00**

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Jeff LaBean	517-243-1743	labeanj@michigan.gov
MDOT	Kevin Hohf	517-290-8433	hohfk1@michigan.gov

SOFTWARE CONTRACT TERMS AND CONDITIONS

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 AskReply, Inc dba Panther International ("**Contractor**"), an Arizona Corporation. This Contract is effective on 6/9/2023 ("**Effective Date**"), and unless terminated, will expire on 6/8/2028 (the "**Term**").

This Contract may be renewed for up to five (5) additional one-year periods. 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 a 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 18.2(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 Requirements.

"**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 Schedule A or subsequent Change Notices.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor's Bid Response**" means the Contractor's proposal submitted in response to the Request for Proposal.

"**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 Schedule A or subsequent Change Notices 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.**

"Disaster Recovery Plan" refers to the set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations and to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives.

"**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 but not limited to 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 Schedule A or subsequent Change Notices.

"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.

"**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 2.4(b).**

"**Unauthorized Removal Credit**" has the meaning set forth in **Section 2.4(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 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 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 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.

2.2 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. 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.

2.3 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.

(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.

2.4 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 2.4(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.

2.5 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	Scott Entin 2841 Executive Dr, 2nd FL St Petersburg, FL 33762 scott@pantherinternational.com 727-556-0990 x1007

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 sub-license 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 5.2(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 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 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 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 this **Section 9.**

(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 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 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 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 the Contract. Redelivery will occur as promptly as commercially possible and, in any case, within 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) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software 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 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 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.

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.

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 then due and 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 (including any public educational institution within the State of Michigan) 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.

14.1The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract 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.

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 suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either:

(a) issue a notice authorizing Contractor to resume work, or

(b) terminate the Contract or delivery order. The State will not pay for activities that have been suspended, 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 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 convenience, 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. 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 Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason or no reason,

including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must:

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

(b) continue to perform in accordance with **Section 16.3**. If the State terminates this Contract for convenience, 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 17.2**, 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 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 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) protected 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, mine, distribute, commercially exploit, 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. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

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 Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. 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 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 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 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 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 this **Section 21** are to be considered direct damages and not consequential damages.

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.

22.1 Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure). 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 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 sanitization 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 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 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 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 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 Acceptance Tested 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. Source Code Escrow

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

28.2 Deposit. Within 30 business days of the Effective Date, Contractor will deposit with the escrow agent, pursuant to the procedures of the escrow agreement, the Source Code for the Software, as well as the Documentation and names and contact information for each author or other creator of the Software. Promptly after release of any update, upgrade, patch, bug fix, enhancement, new version, or other revision to the Software, Contractor will deposit updated Source Code, documentation, names, and contact information with the escrow agent.

28.3 Verification. At State's request and expense, the escrow agent may at any time verify the Deposit Material, including without limitation by compiling Source Code, comparing it to the Software, and reviewing the completeness and accuracy of any and all material. In the event that the Deposit Material does not conform to the requirements of **Section 28** above:

(a) Contractor will promptly deposit conforming Deposit Material; and

(b) Contractor will pay the escrow agent for subsequent verification of the new Deposit Material. Any breach of the provisions of this **Section 28.3** will constitute material breach of this Contract, and no further payments will be due from the State until such breach is cured, in addition to other remedies the State may have.

28.4 Deposit Material License. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the Deposit Material, provided the State may not distribute or sublicense the Deposit Material or make any use of it whatsoever except for such internal or governmental uses as necessary to maintain and support the Software. Copies of the Deposit Material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the Deposit Material itself. The Deposit Material constitutes Confidential Information of Contractor pursuant to **Section 22** (Non-disclosure of Confidential Information) of this Contract (provided no provision of **Section 22.5** calling for return of Confidential Information before termination of this Contract will apply to the Deposit Material).

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 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.

(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 CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT.

30. Offers of Employment. During the first 12 months of the Contract, should Contractor hire an employee of the State, without prior written consent of the State, who has substantially worked on any project covered by this Contract. The Contractor will be billed for 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 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 **Section 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 or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 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. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

43. Administrative Fee and Reporting Contractor must pay an administrative fee of 1% on all payments made to Contractor for transactions with MiDEAL members and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: https://www.thepayplace.com/mi/dtmb/adminfee

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

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

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.

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.

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

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. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. 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:

Schedule A	Statement of Work
Schedule B	Pricing Schedule
Schedule C	Insurance Schedule
Schedule D	Service Level Agreement
Schedule E	Data Security Requirements
Schedule F	Disaster Recovery Plan (if Contractor Hosted)
Schedule G	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
Annual Application	All transit agencies are required to submit an annual application for operating and capital assistance. There are many state and federal requirements that are captured with this process, such as federal certification and assurances.
Annual Audited OAR	All transit agency are required to submit an annual audit. Audited expenses are input and saved in the audited OAR
Authorization	Each transit agency has a master agreement with MDOT, which is a contract. When an agency is awarded funding, an authorization is created specific to the funding source, and is executed between MDOT and the agency. The authorization is tied to the master agreement.
CPA Audit	Certified Public Accountant Audit
CTRAK/CAPP	Departmentwide Contract System
DTMB	Department of Technology, Management, and Budget
Federal ALI	Federal Transit Administration Activity Line Item, used when applying for funding through FTA's TrAMS system.
Financial code	Codes used to report revenues and expenses data on an OAR that is required to be submitted on the PTMS
FTA	Federal Transit Administration
GLOBAL	Data repository for framework and enterprise data
JobNet	A software application internal to MDOT that is used for obtaining job numbers and storing project specifics, such as funding and location.
LBO	Local Bus Operating (aka Formula, LBOA - Local Bus Operating Assistance)
MDOT	Michigan Department of Transportation

MDOT subrecipients	Transit agencies that receive passthrough funds from MDOT
MDOT-SIGMA	Statewide Integrated Governmental Management Application - Is State government's enterprise wide financial system (has time entry system integrated in it).
Milestone Reporting	The milestone reports are federally required. The module captures all of the information that is needed to report to the Federal Transit Administration (FTA) either quarterly or annually, as determined by FTA.
MiLogin	MILogin is State of Michigan's Identity, Credential and Access Management solution. The MILogin solution provides enhanced single sign-on capabilities in addition to meeting many other business requirements, security, and compliance needs.
MPO/RPA/Other Agencies	Metropolitan Planning Organization/Regional Planning Agency. Other agencies could include vendors or consultants.
MSA	Master Service Agreement (aka Master Agreement)
non-Financial code	Information required to be reported quarterly and annually with the OAR. Including by not limited to: passengers, miles and hours.
NTD RR20	National Transit Database, Form RR20, one of many forms
OAR	Operating Assistance Report. Required by Michigan Public Act 51 for agencies to report their revenue and expenses for operating assistance reimbursement. The transit agencies submit an annual budgeted OAR with their annual application, which is used to calculate their state and federal operating assistance. Transit Agencies submit quarterly OARs to be reimbursed their federal operating assistance, a reconciled OAR and audited OAR.
OCA	Office of Commission Audit. Responsible for all audit functions within MDOT.
OPT	Office of Passenger Transportation
POP	Program of Projects. This is a list of all projects being requested for federal funding assistance. This is required by the Federal Transit Administration and contains all federally required information.
PRF	Project Request Form
Program	Federal Transit Administration funding program. i.e. Section 5310, Section 5311, Section 5307, etc.

Project	Specific capital item or operating assistance to be funded with federal/state or local funds.
ProjectWise	Document repository for MDOT
PTMS	Public Transportation Management System – Legacy system being replaced by this RFP
PTIMS	Public Transportation Information Management System
Reconciled OAR	Each transit agency that receives Local Bus Operating funds must submit an annual reconciled Operating Assistance Report showing their annual revenues, expenses and non- financial data
RFP	Request for Proposal
SDNT	The Service Development and New Technology (SDNT) Program provides funds for research, training/education, planning and coordination, and operational and technical projects that preserve or enhance public transit, with a statewide benefit.
SOM	State of Michigan
TA	Transit Agency
TA Form	Transit Agency Form, state and federal required information gathered during the annual application process.
Template	Pre-composed or drafted letter or form with placeholders for other necessary data.
TrAMS	Transit Award Management System, the FTA's platform to award and manage federal grants.
UEI	Unique Entity Identifier (replaced DUNs numbers)
VRF	Vehicle Replace Funded
VRR	Vehicle Replace Requested
WE	Weekly Express

2. BACKGROUND

MDOT's Office of Passenger Transportation (OPT) administers the Michigan statewide passenger transportation program to provide a safe and balanced network of passenger transportation services, enhancing the social and economic well-being of the state. OPT

is responsible for the development and management of operating, capital, and technical assistance programs, and projects for purposes of providing coordinated local public transit, marine passenger, and intercity bus transportation services. OPT is also required to manage the grants between MDOT and the Federal Transit Administration (FTA) and the contracts between MDOT and its subrecipients. The current processes are primarily manual, there is no integration between federal and department systems, with minimal or no report functionality.

3. PURPOSE

The State is procuring *a* Contractor Hosted Software Solution and applicable Services.

Term of the Agreement: Five (5) year base Contract with five (5) one-year options.

4. IT ENVIRONMENT RESPOSIBILITIES

Contractor will provide a Contractor Hosted solution.

Contractor utilizes Amazon Web Services (AWS) as the Hosting Provider and Platform. Contractor's SOC II reporting period began February 2023 and is expected to have a comprehensive SOC report available March 2024. Contractor has completed the provisional TXRAMP certification as of March 1, 2023, and the infrastructure is considered FEDRAMP ready.

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 and/or subcontractor name(s), if applicable
Facilities	Managed by B2Gnow/Panther International
Infrastructure	Managed by B2Gnow/Panther International
Platform	Managed by B2Gnow/Panther International
Application	Managed by B2Gnow/Panther International
Storage	Managed by B2Gnow/Panther International
Backup	Managed by B2Gnow/Panther International
Development	Managed by B2Gnow/Panther International

Data will be requested from the State to populate legacy data or key data elements in the new system.

5. 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.

6. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employee	R,W,A	50	40
Approved Third Party	R,W	500	250

Contractor Solution must meet the expected number of concurrent Users.

The system has the current capacity to handle 250 or more concurrent users. The system is designed to be scaled up by a variety of configuration opportunities to include an increased number of users, service groups, and workflows. Additional components are available to extend the application and additional modules or components can be custom developed and delivered to support an increased number of users, activities or user groups. The system can even be expanded to handle a more enterprise level

approach by adding additional modes and areas of responsibility. The system, in turn, can also be scaled down by turning off certain modules and reducing user groups or workflows where needed.

Contractor utilizes Azure Application Insights/Azure Monitor for Performance monitoring, exceptions, and network latency management. UpTime.com is utilized to monitor Network Connectivity. The State will not be required to maintain any equipment or software to meet expected response time.

7. 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 (1340.00.020.08 Enterprise Identity and Access Management Services Standard (michigan.gov) ,which consist of:

7.1 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.

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

7.3 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 proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).

7.4 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.

Contractor will support external authentication via OpenId Connect. Multi-Factor

Authentication and Password policy enforcement options are available.

8. DATA RETENTION AND REMOVAL

The State will need to retain all data for the entire length of the Contract unless otherwise direct by the State.

The State will also need the ability to archive/store data long term for retrieval post contract. (Data retention schedule is annual application date plus six years).

The State will need the ability to delete data, even data that may be stored off-line or in backups.

The State will need to retrieve data, even data that may be stored off-line or in backups.

Contractor will store and maintain the State's data in an accessible and editable format during the life of the contract. Back-ups of the data can also be made, stored or provided as needed and per agreement. If the contract ends, Contractor will continue to maintain the data in an accessible and editable format until other means can be negotiated or established to move the data to the state's chosen environment and control.

9. END USER AND IT 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 running in house and in cloud hosting provides.

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 desktop and mobile & tablet site traffic, measured using Michigan.gov sessions statistics and
- 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 desktop and mobile & tablet browsers with over 2% of site traffic.

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

The BlackCat Transit Data Management System is accessible via an internet connection and is compatible with the current version and two preceding versions of the most common browsers including Chrome, Microsoft Edge, and Safari. Contractor will perform cross-browser testing on all major browsers to ensure overall compatibility on new and current versions. The application is accessible via mobile and tablet browsers as well although viewing and task performance on smaller mobile browsers may be somewhat limited or diminished due to the reduced viewable area available.

Contractor will provide a fully hosted solution and requires no physical or remote access to any State networks, servers, or individual workstations. If such access becomes an issue due to an integration or interface request, any required access will be discussed and resolved during the planning stage of such an event.

All changes to Contractor's software and architecture are planned. Contractor's Project Managers will communicate with State's program managers on a regular basis (a minimum of every 30 days) and changes will be documented so that progress can be tracked transparently. All requests for maintenance and enhancements are cultivated from users regularly. When Contractor decides changes will be made, changes are designed, approved, developed, internally tested, and client tested before being moved to the Production environment. Any changes, whether for the State, or an upgrade benefiting all users, the progression of these changes will be facilitated openly by the Contractor's assigned project manager for the State.

The BlackCat Suite of products are all best practices driven. Updates and improvements are cultivated from monthly progress meetings. Other changes are driven by federal requirement changes. Ideas for change will discussed and considered. Contractor will use a collaborative approach with the State, federal agencies such as FTA and NTD, and other industry experts when appropriate. When the need for change becomes desired, reasonable, and practical, Contractor will work to provide the proper solution. In some cases, the State may have a need or desire to deviate the standard path. In those cases, this leads to one-off (optional) customization tasks. These tasks will involve a high level of collaboration.

The BlackCat Transit Data Management System does not require any plug-ins to meet the system requirements of this Contract.

10. SOFTWARE

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

Contractor must provide a list of any third party components, and open source component included with or used in connection with the deliverables defined within this Contract. This information must be provided to the State on a quarterly basis and/or if a new third party or open source component is used in the performance of this Contract.

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 defined 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.

SOM IT Environment Access
Contractor must access State environments using one or more of the following methods:

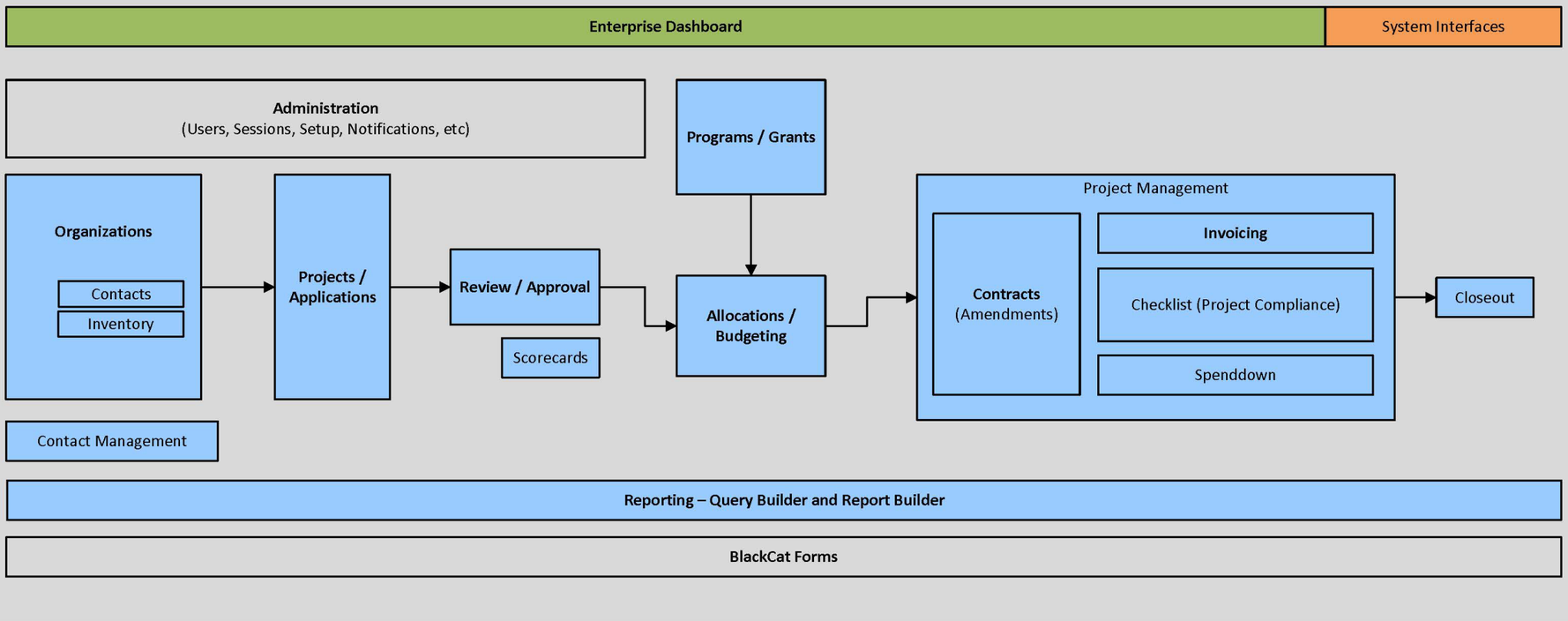
State provided VDI (Virtual Desktop Infrastructure) where compliant. State provided and managed workstation device.
Contractor owned and managed workstation maintained to all State policies and standards.
Contractor required interface with State systems which must be maintained in compliance with State policies and standards as set forth in **Schedule E – Data Security Requirements**.
From locations within the United States and jurisdiction territories.

Product Description
The BlackCat Grant and Data Management System is comprised of BlackCat Aviation, BlackCat Transit, BlackCat Rail, BlackCat Grants FLEX and the BlackCat Enterprise Dashboard. Each application is built on the BlackCat Grant and Data Management Framework – a structure for managing the full grant management life- cycle, asset management collection and analysis, compliance activities and related data analysis. Each modal application is specifically tailored to the individual modal workflow while the FLEX application is flexible enough to allow configuration and use by any grant management program.

Each BlackCat application is made up of a CORE application and possible additional Optional Modules. The CORE of each application is comprised of the common functionality required by the State agency for each of the modes. The Optional modules extend the functionality of the CORE to include specific workflows designed to meet specific requirements of a mode.

STATE OF MICHIGAN
PROCUREMENT

THE BlackCat FRAMEWORK



Optional BASE Components: eSignature | Auto Registration | Disaster Readiness / Reporting | Capital Planning Scenario / Gaming

Additional Services: Legacy Dataload | Integration / Interfaces | Custom Development

Optional Modal Components: Airport Registration | Aircraft Registration | Aviation System Planning | 5010 Inspection | Transit Oversight / Compliance | TAM Performance Measures

BlackCat Transit Data Management System
The BlackCat Transit Data Management System, also known as BlackCat Transit, is a hosted (web-based) secure core solution that will handle the full grantmaking lifecycle for state and federal grant programs including application creation, development, and submission; review, scoring and approval; contract/agreement creation, amendments, and delivery; budget, ridership and progress reporting; invoicing and reimbursement tracking; grant and contract funding tracking and balancing; and closeout activities.

BlackCat Transit includes a dynamic asset management component that will allow users to compile a vast array of data elements for various asset inventories (including Revenue Vehicle, Facilities and Equipment) that will allow State users to leverage this data to monitor individual useful life bench and criteria milestones and other triggers to determine vehicle replacement, manage lien and title transfers, perform disposition and transfer of assets, develop NTD reporting, an provide data that can be used with optional modules to establish and collect annual statewide TAM (Transit Asset Management) performance measures and/or create future forecasting scenarios for State of Good Repair (SOGR) or Capital Improvement Plan (CIP) initiatives utilizing a broad range of variables and data ranges.

The Oversight/Compliance module is a full cycle compliance tool designed to help facilitate the entire oversight process which includes initial individualized audit set-up, tracking processes for review questionnaires and/or agency surveys, storage for the retention of all forms of documents collected or generated, a resolution process for the findings identified and mitigated during the inspection, system generated notifications, and user activity logging.

The application is a Commercial Off-The-Shelf (COTS) core product with a variety of best practice developed features and components that allow for quick configuration, implementation, and utilization. The overall product workflows are modular, scalable, and can be quickly adapted to certain changes such as the constantly evolving FTA and NTD requirements. The data is collected and maintained in a granular format that enhances the ability to search, sort, or export data precisely and meaningfully. Activities are managed by statuses which are dated and logged as a transparent mechanism for users to stay informed of workflow process. The system is designed specifically to facilitate and administer all of the State's functions and system capabilities including Grants Management, Contracts Management, Inventory Management, Asset Management, and Compliance.

The system includes workflows or modules to handle the following elements or activities:

- System access controlled by MDOT
- Organization (or Agency) profiles for demographic and agency related data collection
- Federal and state grant/funding program profiles
- Grant profiles, award amounts, dollar distribution, spenddown, and balances

- Contact and user management features with granular administrative access controls
- Project or 'needs' development, planning, and prioritization
- Application creation, development, and submission
- Application review, scoring, and approval (award)
- Allocation of funds to specific projects including the multiple source funding and matching
- Contract and amendment development, template creation, encumbrance, spenddown, and balances
- e-Signature delivery (Optional Module)
- Invoice (reimbursement request) submission, review, and integration (as warranted)
- Payment information intake (either manual or automated)
- Inbound reporting including budget, expense, ridership, NTD, and milestone reporting
- Oversight or compliance management and document retention (Optional Module)
- Asset inventory profiles, fleet management, useful life monitoring, disposal management, transfer processing, and archiving
- Transit Asset Management (TAM) - Performance Measures development (Optional Module)
- State of Good Repair forecasting (Optional Module)
- Document collection and storage
- Important Documents Expiration Tracking and Categorization (Optional Module)
- Customized output reporting and data exports
- Ad-hoc reporting capabilities
- Project, contract, and grant closeout procedures
- Configurable email notification creation and tracking system
- Activity and status change logging system
- Onsite training, web-based training and support, and tailored training guides
- Assigned project manager, monthly status meetings, version and maintenance updates
- A manned call center providing proactive online support to active users

The system was developed with the understanding of the Federal Transit Administration and multiple State's granting processes. With this understanding the grant funding set up in the system allows temporary Federal Award Identification Number (FAIN) to be used in the initial set up of a grant, and then after final execution of a TrAMS award for the temporary number to be replaced with the final FAIN. State agency users with the proper user roles are also able to make any necessary adjustments to the funding amount, FAIN, or state funding number and other grant identifying information. The system manages the data collection and reporting outputs to create a Program of Projects (POP) report as well as the Department of Labor (DOL) report.

BlackCat Transit – CORE MODULES
These CORE modules or components are included with the implementation of the

CORE system:

Dashboard
Each user's Dashboard includes elements based on the user's role. These elements include a Welcome Message/Announcements section for state admins to share important, up-to-date information as needed to system users. Additionally, users access a list of available subsections, configured by role, and designed to provide quick access or "click through" capability to submitted applications, inventory dispositions/transfers requests, compliance reviews, invoices, and selected projects. The dashboard also includes an asset search component that allows users to search for a vehicle by inputting a VIN# (Vehicle Identification Number).

Organization Management
Statewide transit agency and/or sub-recipient organization data is key to the core of the BlackCat Transit Data Management System. The Organization Management component includes robust search and filter capabilities; and each profile stores and maintains a comprehensive amount of demographic and categorical data including address and location information, agency contact/user management, governance, region selection, affiliations, legislative districts, financial reporting identifications, service information, and asset inventory data. The component also includes a shared calendar and an inbound reporting component and houses other optional components when added.

User Management
BlackCat Transit has complete user management allowing administrative users to provide credentialed access to recipient users so that these users can perform needed tasks in assigned areas. Granular access controls for various user roles are established for different user types such as recipient agency, State, reviewer, auditor, and others as warranted. Each user role consists of a group of user permissions that define what a user can access and what a user can do. These permissions can be managed to ensure each user can only access or view areas where action is needed. Additionally, each organization user can enter contact information for individuals that may or may not be users in the system but need to be identified for an action or a group.

Fund Source (Program) Management
The Fund Source Management component allows administrative users to create each individual federal, state, or local funding source that will provide funds to recipients in the system. These funding sources or programs can include any of the FTA 5300 programs, state funds, loans, bonds, or any other sources of funds to be distributed and tracked. Each profile contains specific information about the grant or funding program. Various tailored data elements are added to categorize and/or filter identifying information throughout the system. An eligibility section is available so that administrative users can select which recipient organizations are specifically eligible for that particular fund source.

Funding (Grants) Management
The grant or funding management component that provides state program managers

with ability to develop and maintain individual grant profiles and balancing for specific grants based on established programs. One or more grants can be created from an existing program by adding certain details to a grant profile that include the year, program, reauthorization (if federal), award total, grant number and other identifying or defining information. Grants can also be subdivided into “distributions” by region, urbanized area zones, fund types, or other jurisdictions to allow each grant to have sub-values that roll up to a total. Once prepared, all line-item allocations and payments made against the grant are calculated and balanced including totals for what has been: awarded, allocated/obligated, encumbered, and spent. Also calculated are the balances for unallocated; unencumbered, and remaining funds for each distribution as well as the remaining values for the entire grant. Once a contract is closed any remining balances with display as close out amounts which can be reallocated as needed.

Projects / Budgets
An applicant must create one or more projects before an application can be created. A project represents an individual need for funding whether it is a capital item, operating support, or an administrative expense. The individual elements of a project include the year, the FTA Activity Line Item, a description, and either a single dollar value or a full categorized budget. Operating and Administrative budgets include a complete listing of state specified budget categories and can be associated with optional budget summary reports if required. Projects can be grouped by year, prioritized within that year, and/or collected with multiple annual groups to create a Capital Improvement Plan (CIP) or multi- year forecast for future evaluation (if necessary).

Replacement Vehicle Linking and Tracking
BlackCat Transit includes a replacement vehicle identification component that requires a project with a selected replacement vehicle ALI to link the new project to an existing VIN# of a vehicle in the revenue vehicle inventory so that the new vehicle procured can be tracked against the vehicle tagged for replacement.

Application Creation
Grant Applications are created and prepared by state program managers prior to a grant cycle. Application documentation must be loaded, ordered, and titled for use. The amount, type, format, and content of application documentation is easily managed when preparing an application. The program manager controls the application title, date the application is open, the deadline, whether applications are accepted after the deadline, whether there is a group review and/or a ‘scorecard’, as well as assigning specific reviewers. Once the application set-up is complete, it is published to begin the cycle and becomes available to all eligible applicant organizations.

Application Preparation / Submittal
Grant Application Development and Submittal is performed by the applicant. Once the applicant has fully prepared the projects and funding to be submitted in a specific grant cycle, the appropriate grant opportunity is selected to open a new application. All the requirements are presented and the applicant must complete each required form and attachment, add the prepared projects and funding information, and attach any required

certificates or documents. The application will then be ready to submit and the funding information from the attached projects will be displayed in a summary budget view automatically. When the application is submitted, the application status changes and the action is logged. The applicant can then monitor the activities and current status of the application as it is processed.

Review / Scoring
Once an application is submitted, the application enters a pre-determined Review and Scoring process. Each program can have a process tailored to meet the requirements of that specific program. Steps typically include a pre-review (and 'return to the applicant' capabilities), application assignment to reviewers, serial and/or sequential review steps, individual scorecard and scoring or prioritization methods, summary review and scoring tallying views, and application approval.

Allocation Tracking and Financial Production
State program managers can allocate specific amounts of funding directly from the combination of one or more federal, state, local, and other intangible funding sources (i.e., Toll Development Credits) maintained within the system. Notated adjustments can be made to track the movement of funds prior to or after encumbrances are made. Monitoring is maintained through a variety of reporting methods. Production reporting is available and can be modified to fit specific needs.

Contracts
The BlackCat Transit Data Management System provides an integrated Contract Module that allows a State user to automatically create agreements from within the application utilizing stored and/or entered data mapped to pre-uploaded agreement templates. The system compiles the necessary (and in some cases pre-populated) documents and exhibits. The user enters the remaining required data into each document. Attachments can be added to complete the agreement packet and then the agreement can be printed, emailed, and stored for future reference. Contract amendments are also managed within this component. Electronic signature and delivery capabilities are available as an optional component and can be added to allow users to completely execute documents via an online process.

Invoicing
The invoicing component allows sub-recipients and agency users to directly submit reimbursement requests through the system. Users create an invoice, enter values, upload supporting documents, and add comments prior to submitting. Tailored approval workflows are added and either manual or integrated methods are provided to pass information to accounting. Nightly financial data downloads and reconciliation tools can be integrated to capture and validate encumbrance, expenditure, and adjustment transactions. Users can access invoice balances or specific drawdown information to properly manage project spending. System flags can be added to prevent overspending or indicate when balances become negative.

Asset Inventory

BlackCat Transit includes an Asset Inventory Component that provides a separate revenue vehicle, facility, and equipment inventory for every sub-recipient or agency organization so that the state can facilitate, oversee and accurately maintain all state funded capital assets. FTA Useful Life Criteria and Benchmarks for individual assets is fully integrated into the system and flagging mechanisms are utilized to notify when an asset has met its useful life threshold. Inventory profile data has been aligned with FTA and NTD data requirements so that a variety of exports can be provided to federal agencies as needed. This data is also pre-calibrated to feed into the optional Transit Asset Management Performance Measures Module. Each inventory also includes disposition submittal and approval processes, a transfer approval process, and archiving capabilities.

User Notifications
All BlackCat applications include a robust User Notification System designed to notify appropriate users via email of critical activities as they occur. The method is flexible and can be customized to meet any system activity or process. Notification triggers include (but are not limited to) the submission of an application, the acceptance/approval/rejection of an application, when funding occurs, when an agreement is nearing expiration, when a time extension has been requested, when a drawdown request is submitted, when a progress report has been submitted, and when a project is closed. The system includes a Notification Log that allows administrative users the ability to look up any notification sent to see who it was sent to, when it was sent, view the content, or even resend it.

Resources
Each organization in the system has a Resources section or Organization Library to store documentation or even weblinks. The section allows users to create folders and sub-folders, load documents and links, move documents between folders, archive files, and email documents. Most standard document formats and file sizes are acceptable. In addition, this section allows recipients to share large documents with the State and for the State to share regularly utilized documents to recipients.

Reporting and Interface Functionality
The BlackCat Transit Data Management System provides output reports in a variety of methods. Most output reporting is provided by a series of preset reports and exports designed to provide specific data or information as output from individual workflows. Additional reports will be custom created as the data needs are identified. When unpredictable legislative or ‘rush’ requests are needed quickly, Contractor will provide ad hoc reports upon request with a quick turnaround time.

BlackCat Transit – OPTIONAL MODULES
These additional optional components or modules that can be added to the core transit system:

Important Documents and Expiration Tracking Module
BlackCat Transit provides sub-recipients with the ability to house important documents in the Resources section of the BlackCat Transit Data Management System. While the Resources section of the System acts as a portal for documents, training videos, and other resources, it does not include management tools to effectively catalogue document types and monitor expiration dates. The Important Documents module provides the ability for the State and their sub-recipients to more effectively manage fiscal, regulatory, planning, and other significant documents in the system. This module enables state users to create document categories and subsets of each, and then ensures an organized and cohesive method for cataloging files in the system. A number of features are included, such as the ability for state users to set expiration dates of particular document types, if applicable. Historical documents are archived yet remain easily accessible to both state and agency users as more recent versions are uploaded.

Compliance / Oversight Module
A full cycle compliance tool designed to help facilitate the entire oversight process which facilitates initial individualized audit set-up, tracking processes for review questionnaires and/or agency surveys, storage for the retention of all forms of documents collected or generated, a resolution process for the findings identified and mitigated during the inspection, system generated notifications, and user activity logging.

Transit Asset Management (TAM) – Performance Measures Module
The Transit Asset Management (TAM) – Performance Measures Module allows the State to establish annual statewide TAM performance measures, divide organizations into individual Group Plans, provide flexibility for certain agencies to modify individual metrics (as needed), move each involved sub-recipient through a simple metric validation process, and provide a series of data exports to allow users to extract metric, organization, and inventory data. MDOT users can create Group Plan frameworks and set individual performance metrics at the Asset Type level (types of vehicles, facilities, and/or equipment)..

State of Good Repair Forecasting Module
The State of Good Repair Forecasting Module is a supplemental component to the TAM Performance Measures Module that allows both state staff and assigned sub-recipient users to create different multi- year SOGR or Capital Investment Program (CIP) scenarios based on asset inventory data, TAM performance metrics, established useful life criteria, and asset cost. Users can create multiple, unique scenarios by selecting or adjusting for specific time constraints, projected funding levels, and inflationary values to produce single or multi-year forecasts. Once “generated”, these inputs are run against system captured asset inventory data, categorical useful life criteria, and established TAM performance metrics (for several asset types including revenue vehicles, facilities, and/or equipment) to create a forecast. Each forecast can be saved, modified, archived, or deleted. Data exports are provided for users to extract key data and scenarios. This tool provides an invaluable ability for users to clearly forecast a variety of future funding and SOGR scenarios, streamlining the annual CIP process.

NTD Reporting
The NTD Reporting component ensures proper and timely input data from the grantees who are reporting either Rural, Intercity, or Urban/Tribal information to States. An input report is provided and available to the agencies for reporting. This report is kept up-to-date with ongoing NTD changes annually. Available data from the system is mapped to the report to help with accuracy, and the remaining data the agency users input and submit. Once the report is submitted, formatted data output reports are provided so that data can be utilized for reporting directly into the NTD system.

eSignature
eSignature capability will be integrated and enabled for each application as appropriate for the support of OneSpan.

BlackCat Systems utilizes JQuery, Telerik.NET Controls and .NET Framework components within the system. BlackCat Systems will limit third-party components to those that are provided by Microsoft or trusted .NET software providers as these development components come from highly trusted sources.

The BlackCat Transit Data Management System is available and compatible on most mobile devices. BlackCat Systems perform well on most available platforms including desktop, laptop and mobile/tablet devices that are Wi-Fi/internet enabled. The BlackCat Transit Data Management System will perform well on all of the more current versions of the most common browsers including Chrome, Edge, Firefox and Safari.

Contractor agrees to provide the following:

1. Provide annual software maintenance for Hosted Services.
2. Provide technical support, hot fixes, bug fixes, service patch, minor/major software releases, or system enhancements as part of product development and upgrade cycles.
3. Provide detailed technical release note documentation on what is contained or changed within system updates.
4. Provide rollback or recovery plan in the event of a failure of a system update to apply successfully.
5. Provide deprecation notice or end of life notice no less than 12 months in advance of discontinuation of the standard support term.

11. INTEGRATION

Contractor must integrate their solution to the following technologies:

Current Technology	JobNet
Volume of Data	The data is accessed via an Oracle view on an as-needed frequency
Format of the input & export files	Oracle Database link

Current Technology	SIGMA
Volume of Data	The data will be accessed via an Oracle view (which is updated daily) on an as- needed frequency
Format of the input & export files	Oracle Database link
Current Technology	CAPP (Contracts, Agreements, and Payment Process)
Volume of Data	The data will be accessed via an oracle view on an as-needed basis
Format of the input & export files	Web Service APIs and oracle database links
Current Technology	ProjectWise (Bentley Systems)
Volume of Data	The data will be accessed in PTIMS via a link to ProjectWise in which the user can add, delete or update a file. This will be on an as-needed frequency.
Format of the input & export files	Rest API, UTF8 Database
Current Technology	GLOBAL Database
Volume of Data	The Region and County list data is retrieved from an Oracle view on an as- needed frequency. There are 91 records total in the interface - 8 in the Region list (7 Regions and Statewide) and 83 in the County list
Format of the input & export files	Oracle Database link
Current Technology	GovDelivery (mass emailing)
Volume of Data	The distribution list (e-mail addresses) for the Weekly Express newsletter will be maintained via a 'Subscribe' button w/in PTIMS. To 'Unsubscribe', the user will click the link at the bottom of the e-mails that are sent
Format of the input & export files	Batch and Sync API
Current Technology	MILogin - SSO
Volume of Data	PTIMS will use MiLogin to handle user authentication and application log in. Users will request access in security and then the access request will either be approved or denied by PTIMS administrators

Format of the input & export files	Web Service APIs
Current Technology	OneSpan (eSignature)
Volume of Data	Documents that require signatures.
Format of the input & export files	API

Each integration will be examined with the client project team to determine the overall design, workflow and best method of exchange for each integration event. Webservices, APIs, and more formal methods of interface or integrations will be considered and applied.

12. MIGRATION

Contractor must migrate the data identified in the table below:

Current Technology	Oracle
Data Format relative to the database technology used.	Oracle 19c
Number of data fields to give Contractor awareness of the size of the schema.	121 Tables, 13 views and 21 functions & procedures
Volume of Data	1,804,685 Rows total rows of data.
Database current size.	220 MB

Contractor's standard approach to data migration is to provide a series of Excel spreadsheets that align with a variety of key data tables and elements from the structure of our system. The spreadsheets are then populated with existing data, the data can then be reviewed, 'cleaned', and returned for import into our system. Other legacy data not captured in this initial process but required to migrate, will be reviewed for migration as indicated. Contractor may require direct access to the Oracle DB or at least a copy of the data. Then using either available Oracle import features or SQL Import tools, Contractor will set up the data and schema in the new environment for review, mapping, clean up, etc. Once the data is set up for review, Contractor will work with the client to map existing data to fields or data inputs to the corresponding fields within our system. When the mapping is complete, the actual data would then be presented in Excel to the State to cleanse and validate the data (make sure all fields were filled in, make sure the data in the table matches any corresponding pick-list, make sure the data is validated against the field it will be imported into, etc.). When the data it will be imported using data import methods based on where the data resides.

The solution infrastructure is easy to update and scalable. Contractor will configure for an enterprise array. Contractor will add additional resources to manage growth as necessary and has the server space and bandwidth to grow either incrementally or comprehensively as needed.

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

13. TRAINING SERVICES

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

Documentation should include Guides, Manuals, or written procedures. System is expected to have help guide, Video guide, recorded training, or manual documentation users can access at any time for review or reference. Use of classroom training in-person, virtual/online, and online training tutorials should be used. Expected number of participants for End User training is 20 for classroom, 200 for online. Expected number of participants for Administrative User training is 10 for classroom and 10 for online.

The Contractor's BlackCat Support Center provides phone, email, and remote access support to the end users while the Contractor's client managers will provide unlimited onsite and remote training for the State, as well as training manuals, videos, and training seminars.

Contractor will provide initial user training to any test groups and the initial client administrators on how to use the system correctly and effectively. As the implementation/configuration phase approaches the system 'Go Live' date, a training strategy will be developed to train the recipient users. This will include either live training in workshop or web-based training or a combination of both. Customized user guides and training materials will be provided and maintained in the system for easy access by any user at any time. The Contractor's client manager will provide proactive support by communicating frequently and establishing a monthly report for feedback.

Contractor will provide onsite and/or virtual training as required to train staff for testing, in preparation of Go-Live, self-support, and ongoing training to support new users, training on new tasks or components and refresher training if/when needed. Training can range from single individual to sub-recipient groups of up to approximately 100 users. Most training sessions last 30 minutes to a maximum of 2 hours. Training is tailored to meet the timely needs of the user group(s) requiring training to perform certain tasks. Contractor's project manager will work with the state's project team to develop the appropriate training type and materials for each needed session.

The BlackCat Support Center and all training elements listed come included with any implementation and last for the life of the Contract.

14. TRANSITION RESPONSIBILITIES

See detailed transition-in and transition-out plan in Schedule G – Transition In and Out Plan

15. 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.

Tailored user guides and training materials will be provided to each user group(s) performing tasks in the system. These materials will be provided when training occurs and each version is posted within the application for immediate access and use.

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.

Contractor will provide tailored user guides and training materials for all user types so that each user can be instructed on how to perform all required tasks within the system. Contractor will also provide documentation regarding service levels, support requests and other requirements.

16. ADDITIONAL PRODUCTS AND SERVICES

Contractor will provide a system that does not rely on any other solution functionality to implement, support and maintain.

17. 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.

Contractor
Name: Scott Entin **Address:** Clearwater, FL **Phone:** 727-556-0990 x1007 **Email:** scott@pantherinternational.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. Contractor must inform the State of any change to this resource.

Contractor
Name: John Kwon **Address:** Lansing, MI **Phone:** 727-556-0990 x1001 **Email:** jkwon@pantherinternational.com

18. 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.

Contractor
Name: Becky Mainardi – Project Oversight/Director **Address:** Ft. Lauderdale, FL **Phone:** 727-556-0990 x1008 **Email:** becky@pantherinternational.com

Contractor
Name: Rachel Pallister – Client/Project Manager **Address:** Boise, ID **Phone:** 727-556-0990 x1024 **Email:** rpallister@pantherinternational.com

19. CONTRACTOR PERSONNEL REQUIREMENTS

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

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

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

Offshore Resources. Any use of Offshore Resources must comply with the data security and other requirements in this Contract. Hosting of all State Data and access to State Data must only occur from the United States and/or Canada.

Disclosure of Subcontractors. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Contractor will not utilize any subcontractors for this Contract.

20. STATE RESOURCES/RESPONSIBILITIES

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

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

State Contract Administrator
Name: Christopher Martin **Phone:** 517-643-2833 **Email:** martinc20@michigan.gov

Program Managers. The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

DTMB Program Manager
Name: Jeff LaBean **Phone:** 517-243-1743 **Email:** labeanj@michigan.gov

Agency Program Manager
Name: Kevin Hohf **Phone:** 517-290-8433 **Email:** hohfk1@michigan.gov

21. 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.

Contractor's Project Manager will facilitate these meetings with a prepared plan designed to efficiently guide the project group toward and through implementation of the system.

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

- MILogin integration meetings
- System Security Plan (SSP) meetings

22. 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

Contractor will provide progress reports and updates about the progress of the initial data/documentation gathering, system population, training, testing and other implementation tasks leading up to the Go-Live date. As a part of the implementation discovery process, Contractor's project manager will guide the collection of all required or desired reporting and reports. The development of required reports will be part of the implementation efforts and will be ongoing through the life of the contract.

23. 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.

Contractor has a standardized method of implementation that closely mimics the State's suggested approach and methodologies for a SaaS, COTS implementation. Contractor will conform to the State's approach as needed to successfully implement, train and test the system as needed.

Milestones/Deliverables for Implementation
The State's proposed milestone schedule and associated deliverables are set forth below.

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment
Project Planning	Project Kickoff – initial subscription payment	Contract execution + 10 calendar days	$178,000.00
Requirements and Design Validation, Provision environments	Validation sessions, Final Requirement Validation Document, Final Design Document, Final Implementation Document, Validate Test and Production environments	Contract execution + 90 calendar days	
MILogin	Integration of MILogin, tested and accepted.	Contract execution + 10 calendar days	$4,950.00
Data Migration	Legacy System Data Migration, testing and validation.	Contract execution + 120 calendar days	$18,000.00

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment
ATO and eMichigan Review	Receive Authority to Operate and complete ADA compliance check	Must be completed prior to Installation and Configuration of Software in Production	
Installation and Configuration of Group A Optional Modules	Testing and Documentation for “Important Documents” and “Compliance/Oversight” Modules	Contract execution + 180 calendar days	$17,000.00
SIGMA System Integration	Integrate with SIGMA for sharing data back and forth	Contract execution + 210 calendar days	$25,000.00
ProjectWise Integration	Integrate with ProjectWise for sharing data back and forth	Contract execution + 240 calendar days	$15,000.00
CAPP System Integration	Integrate with CAPP for sharing data back and forth	Contract execution + 270 calendar days	$22,000.00
Identified, Go-Live Critical Customization Tasks	Items that require customization that cannot be done through existing means or configuration	Contract execution + 300 calendar days	$55,933.00
JobNet Integration	Flat File Data Exchange	Contract execution + 300 calendar days	$3,950.00
Global Database Integration	Integrate with Global for sharing data back and forth	Contract execution + 330 calendar days	$12,000.00
OneSpan Integration	Integrate with OneSpan for eSignature	Contract execution + 360 calendar days	$3,700.00 Annual fee $9,950.00 Implementation fee
Testing and Acceptance	Final Test Results Report, Final Training Documentation, Final Acceptance – Go Live	Contract execution + 360 calendar days	
Post Production Warranty	Included in the cost of Solution.	Production + 90 calendar days	
GovDelivery Integration	Custom Development/API Configuration	Contract execution + 360 calendar days	$7,600.00

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment
Installation and Configuration of Group B Optional Modules	Testing and Documentation for "TAM Performance Measurement", "SOGR Forecasting", and "NTD Reporting" Modules	Production + 120 calendar days	$26,000.00
Post Go-Live Customization Tasks (as needed)	Scope, design, develop, implement, test and promote to production customizations that cannot be configured within the System	Contract execution + 720 calendar days	$111,867.00
Production Support Services	Ongoing after Final Acceptance.	Ongoing	

Contractor accepts the State's timeframes and deliverables but reserves the right to request changes if the State staff fails to provide deliverables timely to meet the initial timeframe. Further, tasks such as data migration, proposed interfaces, integration or customizations could greatly affect the schedule referenced above. Contractor will provide a road map that meets this initial agenda and then it will be discussed at the kick-off and succeeding meetings. Milestones will only be modified only if it is in the best interest of group to better achieve a successful implementation.

Contractor will provide the necessary WBS as described in collaboration with the State project team.

Contractor will ensure that at the time of the Kick-off meeting a plan is developed and that all parties agree to the plan and understand each role and the initial requirements of each role. Contractor's project manager will ensure that the plan and progress is properly documented and updated and that each objective is achieved. A timeline will be followed and adjusted as needed to meet all critical milestones to ensure the proper implementation, data load, training, testing and other activities are achieved as needed.

24. ADDITIONAL INFORMATION

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

SCHEDULE A – TABLE 1 – BUSINESS SPECIFICATION WORKSHEET

Column E indicates business specifications that require integrations.
Integration Key:

L	*Legacy System Data Migration (2)*
S	*SIGMA System Integration (3)*
P	*ProjectWise System Integration (4)*
C	*CAPP System Integration (5)*
J	*JobNet Integration – Flat File Data Exchange (6)*
D	*Global Database Integration (7)*
O	*OneSpan (eSignature) Custom Interface (8)*
G	*GovDelivery Custom Development / API Configuration (9)*

A	C	D			E
Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
Federal and State Legislative Requirements					
1.	System must provide the ability to collect and process the Operating Assistance report submitted by agencies quarterly/annually to report revenue, expense, and non-financial data as per Federal and State requirements The system includes a Reporting module for each agency. When the TA creates an operating project, the system also collects budget information. That information is supplied and used in a quarterly Budget Summary Report. That report collects data from the agency quarterly including expense and revenue information. This information is reported against the budget and the budget balances and year to dates figures are calculated and tracked within the report. In fact, once submitted and approved, a State user can create an invoice or reimbursement request from the report based on the calculations provided within the report. Non-financial data is usually collected on the same cycle but in separate reports typically call “Ridership” reports.	Y			

A	C	D			E
Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
2.	System must provide ability to collect and process the Milestone report submitted by agencies quarterly/annually to report the progress of completion of projects as per Federal requirements Reporting is available but will need to be configured to the formats requested		Y		
3.	System must provide ability to handle Inventory/Asset management of Vehicles, Facilities, Equipment, and Ferry Boats for all agencies as per Federal requirements A robust asset inventory system is default within the system. A Ferry Bost inventory and asset profile will need to be configured and added to the other default inventories: Revenue Vehicle, Equipment and Facilities		Y		
4.	System must provide ability to collect and process Annual Applications submitted by agencies to fund capital and operating assistance as per Federal and State requirements The core system is developed on a grant management backbone that caters specifically to the development of application opportunities, application creation and submission. Application review and approval. Application submissions include the ability to submit forms and attachments	Y			
5.	System must provide ability to create and maintain list of all projects being requested for federal funding assistance for each fiscal year for different program types as per Federal requirements The system has a Program of Projects (POP) report available. The report can be modified to match up with the State's data profile if necessary.	Y			
6.	System must provide ability to create and execute contract and award funding authorizations as per Federal and State requirements The system has the ability to create a contract, generate a contract document and associated attachments, send contract documents in a variety of ways; and to create, generate and send a contract amendment.	Y			
7.	System must provide ability to create robust reports to support FTA (Federal Transit Administration), NTD (National Transit Database) and State reporting requirements. The system includes a robust report generator for a variety of reports that can be generated in various formats including PDF, Excel, Word, and formatted report pages. Reports are developed and provided for specific user groups. A reasonable but unlimited number of reports can be added and most reports have range and filtering options prior to generation and the system generates a preview for the user prior to generating the file.		Y		
Transit Agency System – Profile Creation and Maintenance					
8.	System must allow user to add/edit General Information under Profile. The system allows users to access an Organization Profile. Each transit agency has its own profile containing a large quantity of data associated the organization. That data is typically maintained by agency users.	Y			
9.	System must allow user to select Program Categories under TA Profile. The system allows users to access an Organization Profile. Each transit agency has its own profile containing a large quantity of data associated the organization. That data is typically maintained by agency users. The program categories may need to be added or adjusted to the profile.	Y			
10.	System must collect Ridership information from the user when the Program Category is Section 5310. The system includes a Reporting section where agency users can create a ridership report and submit the required data via a report. The system can be made to serve up to selected 5310 agencies only.		Y		

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
11.	System must allow user to create/maintain TA profile. The system allows users to access an Organization Profile. Each transit agency has its own profile containing a large quantity of data associated the organization. That data is typically maintained by agency users.	Y			
12.	System must collect/display the Agency OAR information. The system includes a Reporting section that would provide a method for agency users to create an Operating Assistance Report on a quarterly basis and then submit it for review and possible reimbursement creation. The system also includes a method for transit agency users to create an operating project. When an operating project is created, the user is required to create a budget for that project. When an Operating Assistance Report, the agency user is actually reporting against the project's budget. Other methods can be established if needed.		Y		
13.	System must collect Additional Transit Agency Contact information under Profile. The system allows users to access an Organization Profile. Each transit agency has its own profile containing a large quantity of data associated the organization including contact information. These data fields are typically maintained by agency users.	Y			
14.	System should provide the ability for the user to set each contact's preference in receiving emails under Additional Contacts. The system does not currently allow users to subscribe or unsubscribe from specific emails notifications (as there are typically a lot of notifications. The system is set up to send emails only to users that need to be notified an action is required. For example, there are notifications set up to let a state user know that a report or reimbursement request has been submitted for review and approval. If the user is allowed to unsubscribe, then that user may miss notices that a critical action is needed. The system does allow user permission to be adjusted if the user is not responsible for the actions certain notifications indicate.		Y		
15.	System must send any emails to all of the contacts under the TA profile. This is not recommended as the system is set up to generate notifications to users that need them and not to users that do not. But this can be if required.		Y		
16.	System must provide the ability to edit/delete the existing additional contacts. The system allows user to access any contact associated to his/her organization and edit/delete the contact.	Y			
17.	System must allow user to add/delete the Agency OAR to TA profile. The system will allow this whether it is a report, loaded data, or a document. It will depend what method is needed (with more details) on this needs to occur.		Y		
18.	System must send email communication and notifications based on the user role or workflow rules. The system currently determines which roles and users receive specific emails.	Y			
Transit Agency System – Vehicle Inventory					
19.	System must display the vehicle inventory list for each TAs. The system includes a robust asset inventory component. The component has a vehicle inventory list of all active vehicles or asset for each transit agency	Y			
20.	System must display the overall "Fleet Information" of vehicles for a TA under Vehicle Inventory. The system includes a robust asset inventory component. The component has a vehicle inventory list of all active vehicles or asset for each transit agency. Fleet information can be identified to display on the main page listing.	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
21.	System must provide Vehicle search under Vehicle inventory list which allow user to define the search as an equal to '=', not equal to '<>', or like wildcard '*'. The system has a robust variety of filter, sort and search options including search by VIN, condition, status and description that should search or filter better than the method required.	Y			
22.	System must allow the user to set the order of column and order of sort as part of the vehicle search criteria. The system allows users to sort or counter-sort each column in a listing.	Y			
23.	System must allow the user to sort the vehicle list based on any of the columns. The system allows users to sort or counter-sort each column in a listing.	Y			
24.	System must allow user to export the Vehicle list to a spreadsheet. A user has the default capability of selecting an export button on the agencies inventory page. The output is a comprehensive vehicle listing in Excel.	Y			
25.	System must allow the user to select one or more vehicles from the list and delete. The current system will allow vehicles to be deleted if they are “not funded by DOT”. If they are selected “Funded by DOT”, the system default requires them to go through a disposition (or transfer) workflow. All disposed vehicles and their associated data is archived and remains viewable but uneditable.	Y			
26.	System must allow user to Add vehicles to the vehicles list. The system has the default capability that allows a user to create a new vehicle profile. The system can be configured to limit this ability to certain user groups if needed.	Y			
27.	System must allow user to collect/Edit/view "Characteristic Information" of a vehicle. The system default capability allows users to view and /or edit characteristic Information listed within an individual vehicle or asset profile. The system can be reconfigured to limit certain users to view or edit either some or all of the characteristics.	Y			
28.	System must remove the vehicle and vehicle history from the TA when it is transferred to another TA. The system default capability will archive the vehicle or asset information for the vehicle being transferred on the original agencies listing, AND show the transferred vehicle as an active asset on the new agency’s listing. The system can be reconfigured to remove the history from the original agency if required.	Y			
29.	System must list the transferred vehicle and vehicle history under the TA to which vehicle was transferred from another TA. The system default capability will archive the vehicle or asset information for the vehicle being transferred on the original agencies listing, AND show the transferred vehicle as an active asset on the new agency’s listing. The system can be reconfigured to remove the history from the original agency if required.	Y			
30.	System must allow user to collect/edit/view Specification information about the vehicle. The system default capability allows users to view and /or edit specification Information listed within an individual vehicle or asset profile. The system can be reconfigured to limit certain users to view or edit either some or all of the specification Information.	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
31.	System must allow the user to Collect/edit/view the Current information about the vehicle. The system default capability allows users to view and /or edit Current information listed within an individual vehicle or asset profile. The system can be reconfigured to limit certain users to view or edit either some or all of the Current information.	Y			
32.	System must allow user to collect/edit/view the Financial Purchase Information of a vehicle. The system default capability allows users to view and /or edit Financial Purchase Information listed within an individual vehicle or asset profile. The system can be reconfigured to limit certain users to view or edit either some or all of the Financial Purchase Information.	Y			
33.	System must allow user to collect/edit/view Improvement information of a vehicle. The system default capability allows users to view and /or edit Improvement information listed within an individual vehicle or asset profile. The system can be reconfigured to limit certain users to view or edit either some or all of the Improvement information. Improvement History will need to be defined. Elements will need to be added to list the improvement history of a vehicle.		Y		
34.	System must list the Improvement History of a vehicle. Improvement History will need to be defined. Elements will need to be added to list the improvement history of a vehicle.		Y		
35.	System must allow user to Edit the vehicle from the Vehicle list under a TA. Users can select a vehicle to view and or edit. Edits can be made and saved.	Y			
36.	System must remove any disposed vehicle from the vehicle Inventory list. Once a vehicle disposition is approved, the vehicle is removed from the active inventory list and is moved to the archive section.	Y			
37.	System must perform validation when adding/editing a vehicle detail. A variety of fields within the vehicle or asset profiles are required or require certain types of inputs. A variety of other validation methods are available or can be added as required.	Y			
38.	System must require a 5310 agency to attach supporting documents for disposed vehicle when user updates a vehicle status to Disposed. This configuration can be made to the disposition section.		Y		
39.	System must allow user to attach documents for a vehicle under Transit Agency Vehicle Inventory. Documents can currently be attached to a vehicle or asset profile.	Y			
40.	System must allow user to view the Disposed vehicle list of an agency. There is an archived section for all vehicle dispositions for each agency.	Y			
41.	System must allow user to submit Transfer/Disposal Request form for a vehicle	Y			
42.	System must provide a workflow process to review and approve the Vehicle Disposal/Transfer Request form	Y			
43.	System must generate and send "Disposal/Transfer Approval" Letter to the respective agency		Y		
44.	System must provide the ability for the 5310 agencies to certify their gains when disposing vehicle		Y		
Transit Agency System – Equipment Inventory					
45.	System must display the Equipment inventory list for each TA	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
46.	System must provide Equipment search under Equipment inventory list which allow user to define the search as an equal to '=', not equal to '<>', or like wildcard '*'. The system has a robust series of filter, sort and search options designed specifically to each list page.	Y			
47.	System must allow the user to set the order of column and order of sort as part of the Equipment search criteria. The system allows users to sort or counter-sort each column in a listing.	Y			
48.	System must allow the user to sort the equipment list based on any of the columns. The system allows the user to sort by any column in a listing.	Y			
49.	System must allow user to export the Equipment list to a spreadsheet. The system provides an export option to export the equipment listing in Excel.	Y			
50.	System must allow the user to select one or more Equipment from the list and delete. The current system will allow assets to be deleted if they are “not funded by DOT”. If they are selected “Funded by DOT”, the system default requires them to go through a disposition workflow. All disposed assets and their associated data is archived and remains viewable but un-editable.	Y			
51.	System must allow user to Add Equipment to the Equipment list. The system allows a user to add a new equipment profile to the equipment listing.	Y			
52.	System must allow user to Edit the Equipment from the Equipment list under a TA. The system allows a user to add a new equipment profile to the equipment listing.	Y			
53.	System must allow user to Add/Edit/view "Equipment Characteristic " of a Equipment. The system allows a user to add edit and delete data fields within the equipment profile. Certain fields can be restricted if needed.	Y			
54.	System must allow the user to add Federal Grant and Authorization number to the Equipment detail. The system will allow the federal grant and authorization numbers to a profile.	Y			
55.	System must display all of the Federal Grant and Authorization numbers added for an Equipment in a list. The system can be configured to view the federal grant and authorization numbers on the listing.		Y		
56.	System must perform validation when adding/editing a Equipment detail. Certain fields have been validated or made to be required to ensure proper data collection. Validation can be adjusted as necessary.		Y		
57.	System must allow user to submit Transfer/Disposal Request form for one or more Equipment. The system allows assets to be disposed and transferred through specific workflows utilizing request forms.	Y			
58.	System must provide a workflow process to review and approve the Equipment Disposal/Transfer Request form. The system provides review and approval workflows for dispositions and transfers.	Y			
59.	System must generate and send "Disposal/Transfer Approval" Letter to the respective agency. The system can be configured to send approval letters or emails as needed.		Y		
Transit Agency System – Facilities					
60.	System must display the Facility list for each TAs. The system does display a facility listing for each agency.	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
61.	System must allow the user to sort the Facility list based on any of the columns. The system allows users to sort or counter-sort each column in a listing.	Y			
62.	System must allow user to export the Facility list to a spreadsheet. The system provides an export option to export the facility listing in Excel.	Y			
63.	System must allow the user to select one or more Facility from the list and delete. The current system will allow assets to be deleted if they are “not funded by DOT”. If they are selected “Funded by DOT”, the system default requires them to go through a disposition workflow. All disposed assets and their associated data is archived and remains viewable but uneditable. If this needs to be changed to allow deletes, changes can be made.	Y			
64.	System must allow user to Add New Facility to the Facilities list. The system does allow a user to add a facility the facility listing.	Y			
65.	System must allow user to Edit the Facility from the Facility list under a TA. The system allows a user to edit a new facility profile to the facility listing.	Y			
66.	System must allow user to collect/Edit/view "Facility Characteristic " of a Facility. The system allows a user to add edit and delete and data fields within the facility profile. Certain fields can be restricted if needed.	Y			
67.	System must allow the user to add Federal Grant and Authorization number to the Facility detail. The system will allow the federal grant and authorization numbers to a profile.	Y			
68.	System must display all of the Federal Grant and Authorization numbers added for a Facility in a list. The system can be configured to view the federal grant and authorization numbers on the listing.	Y			
69.	System must perform validation when adding/editing a Facility detail. Certain fields have been validated or made to be required to ensure proper data collection. Validation can be adjusted as necessary.		Y		
70.	System must allow user to attach one or more documents to the Facility. The system does allow documents to be attached to a facility profile.	Y			
71.	System must collect the Document Type of the document when attaching the document. The system requires and document title and identification by icon of the type of document uploaded.	Y			
72.	System must store the attached document in a Document Storage. The system stores all uploaded documents. All documents are accessible in the section where they are uploaded.	Y			
73.	System must list all of the documents attached to a facility. The system will provide a listing of all documents uploaded to a facility.	Y			
74.	System must allow the user to view/download the attached document for a facility. The system will allow the user to view/download the attached document for a facility.	Y			
75.	System must allow the user to delete the attachment.	Y			
76.	System must accept common file type as attachment	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
77.	System must display the list of all improvements of a Facility. The system will be adapted to add an improvements field or fields to capture this data so that it can be displayed		Y		
78.	System must allow the user to select one or more Improvements of a Facility from the list and delete. The system can be configured to allow Improvements to be deleted.		Y		
79.	System must allow user to Add new Improvement to the Improvement list The system will be adapted to add an improvements field or fields to capture this data so that it can be displayed.		Y		
80.	System must allow user to Edit the Improvement from the Improvement list under a TA. The system will be adapted to add an improvements field or fields to capture this data so that it can be displayed.		Y		
81.	System must allow user to collect/Edit/view " Facility Improvement Detail " of a Facility. The system will be adapted to add an improvements field or fields to capture this data so that it can be displayed.		Y		
82.	System must allow the user to add Federal Grant and Authorization number to the Facility Improvement detail. The system will allow the federal grant and authorization numbers to a profile.	Y			
83.	System must display all of the Federal Grant and Authorization numbers added for a Facility Improvement in a list. The system can be configured to view the federal grant and authorization numbers on the listing.	Y			
Transit Agency System – All Operating Assistance Reports (OAR)					
84.	System must display All Operating Assistance Reports list for each TAs. The system will display all OARs on a list page for reports.	Y			
85.	System must allow the user to sort All Operating Assistance Report list based on any of the columns. The list of reports will be sortable by columns.	Y			
86.	System must allow user to export All Operating Assistance Report list to a spreadsheet. A report or export can be created to export data from the OARs.		Y		
87.	System must allow the user to select one or more All Operating Assistance reports that have not been submitted or have been returned from the list and delete. Submitted or approved reports can be archived but not deleted.	Y			
88.	System must allow user to Add New All Operating Assistance Report (OAR) to the All Operating Assistance Report (OAR) list. The system will allow users to add new OARs.	Y			
89.	System must allow user to Edit the All Operating Assistance Report from the All Operating Assistance Report list under a TA. The system will allow users to edit OARs.	Y			
90.	System must provide search/Filter functionality for "All Operating Assistance Report (OAR)" List. The system does provide filter, sort and search capabilities for all reporting lists.		Y		
91.	System must allow user to copy a Reconciled Operating Assistance Report and create an "Annual Audited Operating Assistance" Report. The system does not allow reports to be copied to ensure all data if new and accurate. A custom solution can be provided if necessary.		Y		
92.	System must allow user to Add/Edit/view "Summary " of an All Operating Assistance Report. The system will allow a user to add/edit/view any existing reports. The system does not currently provide any summary of an “All Operating Assistance Report.		Y		

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
93.	System must allow user to add/view comment and comment History. The system will provide a comment field with history.		Y		
94.	System must send an automatic email notification when an Operating Assistance report gets submitted. The system will send a notification when a report is submitted.		Y		
95.	System must auto generate an email notification when the Operating Assistance report status is set to "Re-submit". The system will send a notification when a report is re-submitted.		Y		
96.	System must send automatic 40-day email reminder to TA s to submit Operating Assistance Report. The system can be configured to send an automatic 40-day email reminder to specific agencies to submit Operating Assistance Report		Y		
97.	System must send an automatic 30-day second reminder email to the TA to submit the Operating Assistance Report. The system can be configured to send an automatic 30-day second reminder email to the TA to submit the Operating Assistance Report.		Y		
98.	System must store the status of first and second email reminder sent and its respective date. The system logs the status of first and second email reminder sent and its respective date.		Y		
99.	System must receive a read receipt for second reminder email and store it under ProjectWise. The system can send an email to Project Wise but the system is not set-up to receive a read receipt.		Y		
100.	System must have built in validation rules in creating and Submitting the Operating Assistance Report. The system provides validation for the creation and submittal of an OAR.	Y			
101.	System must allow user to Add/Edit/View "Revenue Schedule" under Operating Assistance Report. The system will allow a user to Add/Edit/View "Revenue Schedule" under Operating Assistance Report before it is submitted or if it is returned.	Y			
102.	System must display all of the available Revenue related Financial codes to add to the existing Revenue schedule. The system will display the original budget amounts, the budget balances and year-to-date actuals for each line item within a budget.		Y		
103.	System must have built in validation for all necessary Revenue codes. Validation for data fields and calculations within the budget or OAR are maintained.		Y		
104.	System must auto populate some of the values for certain Financial codes. Once the Financial codes in question are identified, it can be auto-populated.		Y		
105.	System must allow user to add/edit/view "Expense Schedule" under Operating Assistance report. The system will allow a user to add/edit/view "Expense Schedule" under Operating Assistance report.		Y		
106.	System must display Totals of Eligible and Ineligible expenses under Expense schedule. The budget report (OAR) will be configured to include the eligible and ineligible expenses.		Y		
107.	System must perform validation based on Expense and Revenue Schedule. The system will perform validation to ensure the calculations involving expenses and revenue are accurate and correct.		Y		
108.	System must display all of the available Expense related Financial codes to add to the existing Expense schedule. The budget reports will be configured to ensure that al the budget categories or financial codes are added and values relate to each code displays and is active in the calculations of the OAR or budget report.		Y		
109.	System must collect Revenue/Expense/Non-Financial schedule based on the Service Type.	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
	The OAR will be configured to include revenue, expense and non-financial data by service type.				
110.	System must allow user to add/edit/view "Non-Financial Schedule" under Operating Assistance report. The system will allow users to add/edit/view the “Non-Financial Schedule” of the OAR.		Y		
111.	System must display all of the available non-Financial codes to add to the existing non-financial schedule. The system will display all of the available non-Financial codes to add to the existing non-financial schedule.		Y		
112.	System must provide the ability to user to view and compare the values from previous year/quarter under Expense/Revenue/non-Financial schedules.			Y	
113.	System must provide validations and calculation rules for certain codes under non-Financial schedule. The system will provide validations and calculation rules for codes as needed.		Y		
114.	System must provide and collect acknowledgement of testing language when submitting Operating Assistance Report (OAR). The system employs a similar method. So, this requirement can be met with an “I certify” statement or corresponding check box.	Y			
115.	System must auto generate the year-end Operating Assistance Report based on all of the quarterly reports for a fiscal year. A year-end report will be created to consolidate the data from the prior quarterly reports.		Y		
116.	System must provide attachment capability for the Audited Operating Assistance Report. Each OAR will have document upload capabilities.		Y		
117.	System must capture and store the concurrence of an audited Operating Assistance Report for audit purpose. The system employs a similar method. So, this requirement can be met with an “I certify” statement or corresponding check box.	Y			
118.	System must provide the disclaimer and get it acknowledged by the user when concurring the Audited Operating Assistance Report. The system employs a similar method. So, this requirement can be met with an “I certify” statement or corresponding check box.	Y			
119.	System should provide the option for the user to archive Operating Assistance Reports. The system does archive all budget summary reports currently.	Y			
120.	System must perform validation by checking the Reconciled OAR from previous year to current year Expense in Budgeted OAR and if the difference is more than acceptable % difference then collect Comment/Explanation from the user. The system is currently equipped to allow agency users to create a budget summary report, report against project operating budgets, create reimbursement requests and the close out with a final annual report. Some business rules and functionality will need to be added to compare data between years and then add the comment box for the user conditionally (i.e., only show when X is > % is met)..			Y	
121.	System must perform validation by checking the current Year Reconciled OAR to current year Audited OAR and if the difference is more than acceptable % then the user is notified. The system is currently equipped to allow agency users to create a budget summary report, report against project operating budgets, create reimbursement requests and the close out with a final annual report. Some business rules and functionality will need to be added to compare data between years and then add the comment box for the user conditionally (i.e., only show when X is > % is met).			Y	
122.	System should provide a link to access Revenue Expense Manual from MDOT website under all OAR. A link can be added to the MDOT website page where the document can be accessed.			Y	

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
123.	System must add all of the capital gains of the respective quarter from Vehicle and Equipment "Disposal/Transfer Approval" and display it under OAR Expense. A report of this data to display it under OAR Expense can be configured.		Y		
124.	System must allow user to enter "Comment" and list the VIN and Serial Number of capital gains from Equipment and Vehicle for a quarter. The system may already have a better way of handling this requirement, but a comment box can be added if not acceptable.		Y		
125.	System must provide the ability to create and process the Operating Assistance report (OAR - which is submitted by agencies quarterly/annually to report revenue, expense and non-financial data such as passengers, vehicles hours and miles). The system currently includes a budget and budget summary report method that allows sub-recipients to submit a budget summary or Operating Assistance report which is submitted by agencies quarterly/annually to report revenue, expense and non-financial data such as passengers, vehicles hours and miles.	Y			
Transit Agency System – Milestone Reporting					
126.	System must display Milestone Reports list for each TAs. The system will provide a list of milestone reports for the agency.	Y			
127.	System must allow the user to sort Milestone Report list based on any of the columns. The system will allow users to sort or counter-sort each column in a listing.	Y			
128.	System must allow user to export Milestone Report list to a spreadsheet. An export can be created to allow the Milestone Report to be exported.		Y		
129.	System must allow the user to select one or more Milestone reporting from the list and delete. All reports can be deleted as long as they have not been submitted or approved.		Y		
130.	System must allow user to Add New Milestone Report to the Milestone Report list. The system will allow users to create a new Milestone Report.		Y		
131.	System must allow user to Edit the Milestone Report from the Milestone Report list under a TA. The system will allow users to edit a new Milestone Report.	Y			
132.	System must allow user to Add/Edit/view "Project Description " of a Milestone Report. The Project Description will be managed on each project. A user will need to add/edit/delete the Project Description on the project for the data on the Milestone report to change. Customization will be required to make the edits on the actual report.		Y		
133.	System must auto populate values from POP (Program of Projects) under "Project Description" of Milestone Report. The system is set up to capture data at the project level and then project values can populate both the Milestone and POP reports.		Y		
134.	System must auto populate field values from CAPP application under "Project Description" for Milestone Report. The system is set up to capture data at the project level and then project values can populate the Milestone Report.		Y		
135.	System must store and auto populate the Federal ALI code and State Activity code and its respective description under "Project Description" of Milestone Report. The system stores the federal ALI codes, descriptions, and associated scope codes. Those codes are selected when a project is created. And this data can be mapped to a variety of reports including the Milestone and POP reports.	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
136.	System must add/edit/view "Original Estimated Completion Dates" based on the Federal Activity Line Item (ALI) code. The system will allow all milestone data fields including the “Original Estimated Completion Dates”. And this data can be mapped to a variety of reports including the Milestone and POP reports.		Y		
137.	System must allow the user to add multiple grants to the same Milestone Report under Project Description. The system allows funds from multiple grants to be allocated to a single project. And thus will be listed on the milestone report.		Y		
138.	System must send automatic remainder email notification to the Agencies to complete Milestone Reporting. Notifications can be configured to send to agencies at one or more intervals to notify agencies to submit milestone reports.	Y			
139.	System must allow the user to submit milestone report. Milestone reports can be set to be submitted by the agency or run automatically.		Y		
140.	System should receive and store the read receipt for the reminders email. The system logs each email notification send notating the date, time and recipient of each email notification.	Y			
141.	System must send an auto generated email with list of all agencies with past due date in submitting Milestone Report. Email notifications can be set to send to each delinquent agency at certain time intervals.		Y		
142.	System must allow user to set the frequency of the milestone reporting based on the Grants. Email notification intervals can be set in advance for different program frequencies if needed.		Y		
143.	System must allow the user to edit/view Milestone reporting details under Milestone Report. The system allows milestones to be edited at the project level. And the milestone report can be run. The milestone can be output to Excel and changes can be made there. Any other method will require customization.		Y		
144.	System must allow the user to edit/view Original Estimated Completion Date under Milestone Report. The users will be able to edit this field at the project level.	Y			
145.	System must allow the user to view Previous Estimated Completion Date under Milestone Report. Users will have access to all previously created reports and the data within each report.	Y			
146.	System must allow the user to view the History of all Previous Estimated Completion Date under Milestone Report. Users will have access to all previously created reports and the data within each report.	Y			
147.	System must allow the user to enter Revised Estimated Completion Date under Milestone Report. Users will have access to all previously created reports and the data within each report.	Y			
148.	System must validate for Revised or Actual Completion date entered in the Milestone Reporting. The Actual Completion Dates will need to be added to the Project Profile. Validation rules can be added to the report.		Y		
149.	System must allow user to enter "Actual Completion Dates". The Actual Completion Dates will need to be added to the Project Profile. Validation rules can be added to the report.		Y		
150.	System must allow the user to add multiple grants to the same Milestone Report under Project Information. The system allows funds from multiple grants to be allocated to a single project. And thus will be listed on the milestone report.		Y		
151.	System must perform validation on Project Description and Milestone Reporting section. The validation method can be configured on the milestone report.		Y		

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
152.	System must allow user to Edit/view Project information under Milestone Report. The Project information should be edited at the project level to ensure consistency.	Y			
153.	System must allow workflow for approval process for the Milestone Report. The system does provide and approval process for the milestone report.	Y			
154.	System must allow comment and comment History as part of the approval process of Milestone report. The system does include a comment field with history and a history log that tracks all activity related to the report.	Y			
155.	System must update the VRF and VRR fields under Vehicle financial section based on the VIN number for each agency. This can be accommodated but more information will be needed to understand the action creating the data change and what the inputs will be.		Y		
156.	system must send an automatic reminder email to an agency who is past the due date in submitting the milestone report. Email notifications can be set to send to each delinquent agency at certain time intervals.		Y		
Transit Agency System – Transit Agency (TA) Search					
157.	System must display custom TA List as the default TA list for the internal/external user, if available. The TA Listing can be searched, filtered and sorted and the results will be displayed in the list. Reporting can be used for more specific data results.	Y			
158.	System must allow the user to create/edit custom TA list by selecting the TAs from the Statewide list and building up the custom TA list. The system allows a user to select agencies into a group and then can access that group to display data for a selected agency. Reporting can be used for more specific data results.	Y			
159.	System should allow the user to create and manage multiple TA list	Y			
160.	System must provide advanced filter and search option for agencies under Agency list	Y			
161.	System must provide the list of all Agencies	Y			
162.	System must provide a default TA list based on user role and settings	Y			
163.	System must provide a list of Transit Agencies based on the search criteria set by the user.	Y			
164.	System must allow user to select one or more TAs and Inactivate the TAs	Y			
165.	System must provide the ability to see all of the inactive TAs	Y			
166.	System must allow user to select one or more inactive TAs from the Inactive TA list and Activate. Assigned users can activate inactive agencies one at a time.	Y			
167.	System must provide details about the search options used when displaying the TA list.	Y			
168.	System must provide access to Transit Agency profile from TA list table	Y			
169.	System must provide a sort option on the TA list table allowing the user to sort by any individual column	Y			
170.	System must provide an Excel export of the TA list		Y		
Transit Agency System – Ferryboat Inventory					
The Ferry Boat inventory can be added within the current framework and then configured to meet the State's needs. (This applies to business specifications #171-184.)					
171.	System must provide option to user to select and View Ferry Boat list or Dock List		Y		

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
172.	System must display all of the Ferry Boat in the list		Y		
173.	System must allow the user to select one or more Ferry Boat from the list and delete		Y		
174.	System must allow user to Add Ferry Boat to the Ferry Boat Inventory list		Y		
175.	System must allow user to Edit the Ferry Boat from the Ferry Boat list under a TA		Y		
176.	System must allow user to collect/Edit/view "Characteristic Information" of a Ferry Boat		Y		
177.	System must allow user to perform below listed actions on Ferry Boat Inventory List		Y		
178.	System must allow user to Add/edit/view Ferry Boat Financial Information		Y		
179.	System must allow user to collect/edit/view the Ferry Boat Improvement information		Y		
180.	System must display all of the Improvements in a list of Improvement History for a Ferry Boat		Y		
181.	System must display the Dock list of a TA under Ferry Boat and Dock Inventory		Y		
182.	System must allow user to collect/edit/view Dock Improvement information		Y		
183.	System must display all of the Improvements in a list of Improvement History for a Docking		Y		
184.	System must allow the user to select one or more Docks from the list and delete		Y		
Transit Agency System – Verification Form					
If these are managed as documents (submitted, reviewed, and approved), the system will handle. If the system reporting component can be used for these forms, then no additional customization is needed. (This applies to business specifications #185-187, 190, 192-196.)					
185.	System must let the user to complete and submit Verification forms		Y		
186.	System must list all of the verification forms that are submitted/created by the TA		Y		
187.	System must allow user to enter the Equipment Verification -Form 3180		Y		
188.	System must send automatic notification to the TA for submitting the respective verification form. The system will email or notify users based upon roles or workflows.		Y		
189.	System must provide automatic email notification during approval process. The system will email or notify users based upon roles or workflows.	Y			
190.	System must allow user to select the fiscal year to see the list of verification form to be submitted	Y			
191.	System must display the list of verification forms that need to be completed by TA based on the Funded Fiscal Year. This can be handled most simply with a report. Individual forms will be stored and viewable.	Y			
192.	System must allow user to enter the Vehicle Verification - Form 3177 and 3179	Y			
193.	System must allow user to enter the Facility Verification -Form 3178	Y			
194.	System must display statewide master list of all verification forms	Y			
195.	System must provide Filter and Search Criteria to display the master list of verification forms	Y			
196.	System must allow user to leave comment and change the Status in the approval process	Y			
197.	System must perform validations when user creating/submitting the verification form	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
198.	System must automatically update the POP (Program of Projects) based on the approved Verification Form	Y			
199.	System must allow user to enter the Independent Cost Estimate form - Form 3142	Y			
If these are managed as documents (submitted, reviewed, and approved), the system will handle. If the system reporting component can be used for these forms, then no additional customization is needed. This can be done on any form set up as a report in the Reporting component. (This applies to business specifications #200-205.)					
200.	System must allow user to attach supporting documents to Facility Verification form (3178)	Y			
201.	System must provide option to access MDOT Vehicle Order Form from PTIMS Vehicle verification form	Y			
202.	System must allow user to attach the completed Vehicle Order Form under Verification form section	Y			
203.	System should read the content of the attached Vehicle Order Form (Excel spreadsheet) and store it in PTIMS for reporting purpose	Y			
204.	System must allow user to create Vehicle Access Plan letter	Y			
205.	System must automatically update the respective Equipment, Facility, Vehicle, Ferry Boat based on the approved Verification Form	Y			
Transit Agency System – Competitive Projects					
206.	System must list all of the Competitive Projects for an Agency under Competitive Projects. This system provides the ability for a user to create a project. That project can be a capital, operating, admin, or planning project. These projects require funding and are typically attached to applications and submitted for review. Projects can be viewed in a listing and extensive search and sort capabilities are included to locate a project.	Y			
207.	System must allow user to add/view the Proposal form based on the Type of Project. This system provides the ability for a user to create a project. That project can be a capital, operating, admin, or planning project. These projects require funding and are typically attached to applications and submitted for review. Projects can be viewed in a listing and extensive search and sort capabilities are included to locate a project.	Y			
208.	System must send automatic notification when the Proposal/Project Info form is submitted by TA. When a project is submitted via an application, a notification is sent to the state user facilitating the application review.	Y			
209.	System must provide a workflow for review and approve the Proposal/Project info form. This system provides the ability for a user to create a project. That project can be a capital, operating, admin, or planning project. These projects require funding and are typically attached to applications and submitted for review. Once submitted a variety of review processes can be created based on needed review workflows. These projects can be viewed in a listing and extensive search and sort capabilities are included to locate a project.	Y			
210.	System must provide inventory management for Vehicles, Facilities, Equipment, and Ferry Boats for individual agencies and statewide. The system has a robust inventory management component that includes Vehicles, Facilities and Equipment. A Ferry Boat inventory will be added with data details from the state.	Y			
Annual Application – Annual Application Instruction					
211.	System must allow the user to upload the finalized Project Plan. Several locations can be used to upload this document.	Y			
212.	System must allow user to access the current and previous year's Annual Application Instruction	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
213.	System must store the finalized Annual Application Instruction in ProjectWise (Document Storage)	Y			
214.	System must provide a link the finalized Annual Application Instruction on the MDOT website A link can be added as necessary.		Y		
215.	System must allow user to upload the Draft Annual Application Instruction document	Y			
216.	System must auto send the email notification to the users with attached draft Annual Instruction. This must have a trigger to send a notification. An alternative would be to post the document within the site and forward an email with instruction where to download the document. Other solutions can be discussed.		Y		
The system provides a method for state users to develop and set up an application with instruction and to define the application cycle. The application is then posted and sub-recipients can review instructions, complete an application by attaching project information and a variety of required documentation. Once complete the applications are submitted for review and approval. The system does not currently include an Improvement Form. (This applies to business specifications #217-219, and 222.)					
217.	System must provide the user with the Improvement form to collect improvement detail	Y			
218.	System must provide the list of Annual Application Instruction Improvements as history	Y			
219.	System must allow the user to enter multiple comments under Annual Improvement Form	Y			
220.	This Requirement has been removed by the State				
221.	This Requirement has been removed by the State				
222.	System must allow user to open and close the access to Improvement form for certain set of roles			Y	
223.	System must send an automated email to all agencies when the Annual Application Instruction finalized and posted to the MDOT website			Y	
224.	System must provide a link to the previous year's Annual Instructions on the MDOT website.			Y	
225.	System must list all of the Annual Instruction Improvements comments for each fiscal year			Y	
226.	System should allow user to multi select the improvements and set the status for columns			Y	
227.	System must populate the finalized Annual Application instructions to the respective modules			Y	
228.	System must auto send reminder email to the Agencies every 2 weeks starting January 1 to submit the Annual Application. Set up a trigger to send an email every two weeks to every agency user. But do not recommend.		Y		
229.	System must allow user to access all document/forms via a link to the MDOT. A single link can be added to a resources page.	Y			
Annual Application – Annual Application Checklist					
230.	System must list the list of programs and its status of completion under Checklist. Each application is presented as an interactive checklist with each row denoted a required document or upload. On the application page, applications are sort by year or program type. Each individual application displays the application status.	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
231.	System must list all of the necessary items that need to be completed for each Program under the Checklist. Each application is presented as an interactive checklist with each row denoted a required document or upload. Each individual application offers a checklist of items that must be completed in order to submit.	Y			
232.	System must auto check the item in other programs wherever the same checklist item is displayed. Each application presents as an auto-checklist. The applicant must upload documents into specific locations within the application and the system will register each upload. Once all the appropriate documents are uploaded and the appropriate project(s) are added, the submit button will engage and allow users to submit.	Y			
233.	System must automatically indicate the completion of each of the checklist item as soon as the user submits/saves the respective screen. Each application is presented as an interactive checklist with each row denoting a required document or upload.	Y			
234.	System must provide option to navigate to the respective screen to complete the checklist item from the list of checklist items. Each application is presented as an interactive checklist with each row denoting a required document or upload.	Y			
235.	System must provide the ability to the user to indicate that they have reviewed the information on the screen in order to fulfill the checklist requirement. Each application is presented as an interactive checklist with each row denoting a required document or upload.	Y			
236.	System must validate for all necessary required checklist items completion in order to submit the Annual Application. Each application is presented as an interactive checklist with each row denoting a required document or upload.	Y			
Annual Application – Annual Application – TA (Transit Agency) Forms					
237.	System must display all of the programs and its respective TA forms depending on the TA. Each agency can apply for one of more grant programs (depending on their eligibility which is controlled by the state). To create a new application the user must select an open grant application (most often identified by a specific program). When the TA applies, they must upload specific documents in specific locations as requested by the state. Once these documents are uploaded, the documents are stored and viewable in that application. Although the State users can see each and every transit agency's applications, documents, etc. Each agency can only see their application, documents, and so on. If additional document storage is needed, the system default offers a resources section for document upload and even an optional important documents module so the specific documents particularly with expirations on them can be tracked and managed.	Y			
238.	System must automatically track and mark the completion of TA forms. The TA (sub-recipient) enters data into an online form and then submits it for approval, the system has workflows where custom forms or reports can be created so that sub-recipients can enter data and submit for approval. Each individual form is tracked as the status of the form or report changes as it moves thru the workflow. A history log will track each status change, the user, the date and time of each status change.	Y			
239.	System must a link to MDOT website for the SDNT program and its respective TA forms from MPO/RPS/Other Agencies. A link can be provided to the MDOT website.		Y		
240.	System must send automatic email notification to the Project Manager when TA forms are submitted by MPO/RPA/Other Agencies. The system allows for documents to be uploaded to an application. An email or notification can be added to the document upload workflow.		Y		
241.	System must list the TA forms respective to that fiscal year's Annual Application.	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
	The system allows documents to be uploaded into the application before submission. And these documents are listed in the application. All applications are saved and viewable, including documentation.				
242.	System must allow user to save the TA forms at any point of time and access the saved form to complete and finalize. All form reports work in this manner.	Y			
243.	System must allow user to edit the finalized TA form until the submission of respective Annual Application. This is information can be stored on all reporting forms when created in the system. It will not add this information to uploaded paper forms. So, if there is a workflow or report titled: Form ABC, the information can be added to the form	Y			
244.	System must display the TA Form Number and the Transit Agency Name on all of the form screens. Once a user accesses the system, the user is aware of the documents or data being reviewed based on the structure and flow of the system. Few “form screens” are used in our system and any resulting documentation is labeled with the appropriate transit agency information.	Y			
245.	System must allow user to enter 5339(b) Labor Warranty TA form - form 3093. The system allows these documents to be uploaded into an application.	Y			
246.	System must provide option to Clear or Reset the form. The system allows these documents to be uploaded, deleted, and re-uploaded into an application	Y			
247.	This Requirement has been removed by the State				
248.	System must perform validations while submitting 5333(b) Labor Warranty - Form 3093. The system allows these documents to be uploaded, deleted, and re-uploaded into an application.	Y			
249.	System must allow user to print the submitted form. The system allows documents to be uploaded into the application before submission. And these documents are listed in the application. All applications are saved, viewable, and printable - including documentation.	Y			
The system allows these documents to be uploaded, deleted, and re-uploaded into an application. (This applies to business specifications #250-254, 256-275, 277-280.)					
250.	System must allow user to create/edit and submit ADA Complaint Info TA Form - form 3075	Y			
251.	System must allow user to attach ADA Compliant and/or ADA Policy to ADA Compliant Information form -3075	Y			
252.	System must allow user to create/edit/submit Contract Clauses Certification TA form - form 3076	Y			
253.	System must allow the user to access the Contract Clause from the Contract Clause Certification TA form	Y			
254.	System must allow user to create/edit/submit Coordination Plan TA Form - form 3071	Y			
255.	System must send automatic email notification to "contract Clause Mailbox" when the Annual application is marked for PM approval. An email notification to trigger on the approval status change, to be defined by workflow, with SOM content provided.	Y			
256.	System must allow user to create/edit/submit FTA Certification and Assurance TA Form - form 3079	Y			
257.	System must provide the access to Certification and Assurance FTA Assistance document from FTA Certification Assurance TA Form - Form 3079	Y			
258.	System must allow user to create/edit/submit "Resolution of Intent" TA Form - form 3078	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
259.	System must allow user to create/edit/submit "State Certification and Assurance" TA Form - form 3084	Y			
260.	System must allow user to attach Insurance proof to State Certification and Assurance TA Form - form 3084	Y			
261.	System must allow user to create/edit/submit Title VI TA Form - Form 3067	Y			
262.	System must allow user to attach Title VI compliant and Title VI policy to Title VI TA form - form 3067	Y			
263.	System must allow user to create/edit/submit "Vehicle Access Plan" TA Form - form 3059	Y			
264.	System must validate if at least one member under each category is entered under Vehicle Access Plan TA form - form 3059	Y			
265.	System must allow user to create/edit/submit "Transportation Budget Data form" TA Form - form 3083	Y			
266.	System must validate if the Total Revenue is Greater than equal to Total Operating Expense under "Transportation Budget Data Form" for TA Form 3083	Y			
267.	System must allow user to create/edit/submit "Coordination Plan" for Specialized service under TA form - form 3081	Y			
268.	System must validate if at least one participant is added under "Coordination Plan" for Specialized Service - TA Form 3081	Y			
269.	System must allow user to create/edit/submit "Service Description" TA Form for Specialized service - form 3080	Y			
270.	System must allow user to create/edit/submit "Budget Data" TA Form for Section 5310 program - Form 3136	Y			
271.	System must validate that "Budget Data" TA form for Section 5310 program is submitted ONLY if "Non-Financial" Budgeted OAR (Operating Assistance Report) is submitted - form 3136	Y			
272.	System must allow user to create/edit/submit "General Information" TA Form under Section 5310/New Freedom Programs - form 3069	Y			
273.	System should update the "Performance Measure" based on General Info TA form - form 3069	Y			
274.	System must allow user to attach documents to the General Info TA form 3069	Y			
275.	System must allow user to create/edit/submit Section 5310 Coordinated Plan Info TA Form - form 3127	Y			
276.	System must provide a link to the MDOT website to access the Coordination Plan when TA is reviewing the submitted TA form (3127). A link can be provided to the MDOT website as necessary.	Y			
277.	System must allow user to create/edit/submit "Project summary - JARC Activities" TA Form - form 3042	Y			
278.	System must allow user to create/edit/submit "Project summary - New Freedom" TA Form - form 3001/3029	Y			
279.	System must allow user to create/edit/submit SDNT (Service Development and New Technology) Application TA Form - Form 3072	Y			
280.	System must allow user to attach the "Intercity Proposal" under the Intercity Program Proposal TA Form - form 3171	Y			
Annual Application - Annual Budgeted OAR (Operating Assistance Report)					
The system includes a Reporting module for each agency. When the TA creates an operating project, the system also collects budget information. That information is supplied and used in a quarterly Budget Summary Report. That report collects data from the agency quarterly including expense and revenue information. This information is reported against the budget and the budget balances and year to dates figures are calculated and tracked within the report. In fact, once submitted and approved, a State user can create an invoice or reimbursement request from the report based on the calculations provided within the report. Non-financial data is usually collected on the same cycle but in separate reports typically call “Ridership” reports. (This applies to business specifications #281-287.)					
281.	System must display the list of all Annual Budgeted OARs for an Annual Application for the TA	Y			
282.	System must let the user to delete one or more Annual Budgeted OARs from the list	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
283.	System must provide Search/Sort option to the list of Annual Budgeted OAR	Y			
284.	System must list all of the Annual Budgeted OARs from previous year under the Annual Budgeted OARs list	Y			
285.	System must allow user to create/Edit the Annual Budgeted OARs	Y			
286.	System must perform below validation and based on validation collect Comment from the user		Y		
287.	System must allow user to download/save the Annual Budgeted OARs	Y			
Annual Application - Annual Application Creation and Approval Process					
The system provides a method for State users to develop and set up an application with instruction and to define the application cycle. The application is then posted and sub-recipients can review instructions, complete an application by attaching project information and a variety of required documentation. Once complete the applications are submitted for review and approval. (This applies to business specifications #288-297. 299-301)					
288.	System must display the list all of the Annual Application for the TA	Y			
289.	System must allow user to create a new Annual Application	Y			
290.	System must collect all of the information to complete the Annual Application	Y			
291.	System must allow user to Add/Edit the Annual Application based on the role	Y			
292.	System must allow user to delete the Annual Application from the list of Annual Application	Y			
293.	System must allow user to attach documents for each Annual Application	Y			
294.	System must list all of the attachments for an Annual Application under Attachment	Y			
295.	System must allow user to delete the Attachment from the list of Attachments	Y			
296.	System must perform validation to check if all the mandatory items under the checklist are checked when submitting the Annual Application	Y			
297.	System must send automatic notification to the respective Project Manager when an Annual Application is submitted	Y			
298.	System must create Annual Application Recommendation letter when the status of the application is set to "PM Reviewed". The system provides a robust application review and approval process. Scorecards and comment features are available to log information about the review. If a document must be created once the PM has completed their review, a custom method can be designed to create this document on a specific action.			Y	
299.	System must provide lock and unlock Annual application for further edit		Y		
300.	System must allow user to complete and attach a checklist when performing review/approval of the Annual Application	Y			
301.	System must provide the ability to submit and process the Annual Applications (submitted annually by the Agencies for capital and operating assistance which includes Agency forms, attachments)	Y			
PRF (Project Request Form) - New Submission - Annual Application Capital Request					
This system provides the ability for a user to create a project. That project can be a capital, operating, admin, or planning project. These projects require funding and are typically attached to applications and submitted for review. All Projects can be viewed in a listing and extensive search and sort capabilities are included to locate a project. (This applies to business specifications #302-313.)					
302.	System must display the list of all capital request for an Annual Application for the TA	Y			
303.	System must allow user to create/Edit the Capital Request	Y			

A	C	D			E
Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
304.	System must create individual capital request for all of the vehicles identified for replacement in the capital request	Y			
305.	System should have Attachment functionality under Capital Request	Y			
306.	System must perform validations while creating and Submitting Capital Request	Y			
307.	System must store the history of all actions performed by the TA on a Capital Request	Y			
308.	System must let the user to delete the capital request from the list	Y			
309.	System must provide Search/Sort option to the list of Capital Request	Y			
310.	System must provide the ability to the user to view the previous year's Capital Request	Y			
311.	System must send automatic email notification to the TA to resubmit	Y			
312.	System must collect the funding information of each capital request	Y			
313.	System must let the user to access the section 5310 priority list	Y			
PRF (Project Request Form) - New Submission – POP (Program of Projects)					
The system generates projects from a list of projects submitted via applications by the subrecipients. These projects are reviewed and funds are allocated by State users in advance grant agreement creation. POP reports are created that pull this report and variety of data related to these project that is required on the POP reports. If data changes, the reports can be run again to reverify the changing data. (This applies to business specifications #314-324.)					
314.	System must allow user to add projects to auto generated POP	Y			
315.	System must create and maintain Program of Projects (POP- a list of all projects being requested for federal funding assistance) based on Program type and Fiscal Year	Y			
316.	System must list the Program of Projects (POP) for all fiscal year	Y			
317.	System must allow user to Add/View Program of Projects (POP)	Y			
318.	System must collect the Title information of the POP from the user	Y			
319.	System must allow user to make back and forth commenting and communication between the users before signing off the projects under the POP	Y			
320.	System must allow user to Export the Program of Projects (POP) with user selected columns	Y			
321.	System must provide a reference link to access the list of State Code and Federal Code based on the Funding Source	Y			
322.	System must allow user to upload the spreadsheet of Job/Project information	Y			
323.	System must read the Job/Project information from the uploaded spreadsheet and update the respective projects in POP based on the Job Number	Y			
324.	System must provide a workflow to assign/share the POP to different users based on roles	Y			
325.	System must provide standard Search, Sort and Export functionality to the list of Projects under the POP. Search, sort, and export functionality related to the list of projects associated to a POP is provided where needed.	Y			
326.	System must read the status of PI initiation under MDOT-SIGMA for each Job Number under POP (Program of Projects) and indicate "PI Initiated". A custom interface would be needed to either view or exchange with data the SIGMA system.			Y	

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
PRF (Project Request Form) - New Submission – Project Request Form (PRF)					
327.	System must allow user to upload the PRF (Project Request Form) and update the POP (Program of Projects). The system allows these documents to be uploaded, deleted, and re-uploaded into an application.	Y			
328.	System must allow user to access the PRF (Project Request Form) by pulling it from CAPP			Y	
PRF (Project Request Form) - New Submission – Authorization					
The system allows users to create a contract or agreement between the State and a Transit Agency or sub-recipient. It utilizes the approved and funded projects vetted through application approval workflow. Using the State's agreement templates, add them to a contract generator and the map the data captured in the system to the templates. Thus, a user can create a contract or amendment and then generate the required documents that complete the agreement. The system also has delivery methods, including electronic signature that allow documents to be fully executed, captured and stored where needed. (This applies to business specifications #329-333.)					
329.	System must list all Authorizations for a Transit Agency in the order of Fiscal Year	Y			
330.	System must list all Revisions and Budget Adjustments for an Authorizations	Y			
331.	System must allow user to Create/Edit Authorization	Y			
332.	System must allow user to create Authorization (an execution of awarded funding between Agency and MDOT) based on the respective Authorization template for the Program type	Y			
333.	System must allow user to edit the Authorization until it is finalized	Y			
334.	System must push the finalized Authorization to ProjectWise (Document Storage). The system allows users to create a contract or agreement between the State and a Transit Agency or sub-recipient. It utilizes the approved and funded projects vetted through application approval workflow. Using the State's agreement templates, add them to a contract generator and the map the data captured in the system to the templates. Thus, a user can create a contract or amendment and then generate the required documents that complete the agreement. The system also has delivery methods, including electronic signature that allow documents to be fully executed, captured and stored where needed, including a push to the ProjectWIse application			Y	
335.	System must allow user to access all finalized Authorizations from previous years. All agreements are maintained and can be archived in an active directory.	Y			
336.	System must create a New Submission PRF Package. This can be added to the contract generation section.	Y			
337.	System must allow user to attach the Grant from TRAMS to the Authorization. The system allows the inclusion of an uploaded document.	Y			
PRF (Project Request Form) - New Submission – Approval Process					
The system does not provide a designed approval method for contracts as most approvals are external. However, electronic signature can be configured to fully support and manage all approvals. Otherwise a custom solution will be needed dependent on the definition of the approval workflow needed. (This applies to business specifications #338-340.)					
338.	System must set up a workflow for approval process for review and approval of New Authorizations			Y	
339.	System must allow user to provide/view comment during the approval process following the workflow to review and approve the New Submission Authorizations			Y	

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
340.	System must allow the user to assign Authorization for review to the previous step or next step in the workflow			Y	
PRF (Project Request Form) – Budget Adjustment and Revision - PRF Budget Adjustment or Revision					
The system includes a budget adjustment or revision method and workflow. (This applies to business specifications #341-354.)					
341.	System must allow agencies to submit the budget adjustment or revision request	Y			
342.	System must allow user to choose the type of budget adjustment or revision in order to adjust/revise the Authorization	Y			
343.	System must send an automatic email notification to Project Manager when an agency submits the Budget Adjustment/Revision request	Y			
344.	System must allow user to attach one or more attachment to the Budget Adjustment/ Revision Request	Y			
345.	System should provide validation rules when Agency submitting the Request for Budget Adjustment/Revision on Authorization	Y			
346.	System must provide the ability to put in-progress Authorization to Draft status until it is finalized	Y			
347.	System must provide unique identification to the Authorization number based on the Revision/Budget Adjustment	Y			
348.	System must allow user to revise only an approved authorization	Y			
349.	System must provide the ability for the user to identify the current type of revision that is in-progress with the Authorization	Y			
350.	System must allow user to revise the authorization any number of times and maintain version history of all revisions	Y			
351.	System must allow user to edit/add more projects to the Authorization as part of revision/Budget Adjustment	Y			
352.	System must update the POP (Program of Projects) based on the revised/Budget Adjustment of Authorization for any added/edited projects	Y			
353.	System must create a revised authorization by prepopulating the previous approved authorization for revision	Y			
354.	System must calculate the funding amount from previous authorization and new budget adjusted authorization	Y			
355.	System must automatically update the in-progress revised/budget adjustment authorization based on the complete status of respective PRF (Project Request Form) in CAPP. The main workflow could be handled in PTIMS and if needed, an API could be created for data exchange with CAPP. This would require customization. The closeout procedures are configurable but involve simple project closeout, contract closeout and grant funding adjustments. If a contract amendment is involved, the amendment process is typically performed prior to closeout. Amendment documents can be processed then, and then sent for signature and approval. A workflow design for the MDOT process will determine the appropriate system configurations. (This applies to business specifications #356-361.)			Y	
356.	System must create Budget Adjustment package by using budget adjusted authorization, Budget Adjustment Request and any additional document to send through workflow for review /approve process	Y			
357.	System must set a workflow process to review and approve the Budget Adjustment Authorization package	Y			
358.	System must create Revised Authorization package by using Revised authorization, Revision Request and any additional document to send through workflow for review /approve process	Y			
359.	System must allow user to add new PRF (Project Request Form) number when revising an Authorization for PRF Budget Adjustment/ Revision	Y			
360.	System must allow agencies to review and electronically sign the Revised/Budget Adjustment Authorization packages	Y			
361.	System must provide the ability to establish security and stamp the Authorization package	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
PRF (Project Request Form) – Budget Adjustment and Revision – Memo Budget Adjustment					
Budget revisions and amendments are handled both in the Budget Summary Reporting and on the Contract Profiles. Users can actually a request a budget revision or adjustment with in the quarterly report by shifting funding between budgeting categories or adding funding. Once submitted, the reviewer determines whether to approve or reject the request. If approved and an amendment is needed, the State user can go to the contract profile and create an amendment to the contract and then generate the required documents. The documents can be delivered from there the same as the contract documents. Data is captured directly in the system and action is performed on the data not the forms. Forms are created from existing data within the system when needed. So a contract is created by generating forms where the system maps data to contract templates as needed. If an amendment is needed, the data is adjusted and then the documents are created from the data adjustments. It may be possible to eliminate some of these form documents or auto-create them rather than manage them by manual entry and modification. (This applies to business specifications #362-367.)					
362.	System must allow user to create/view Memo for budget adjustment for an Authorization	Y			
363.	System must allow user to create Memo Budget Adjustment Package using Memo, Original and Revised Authorization and additional documents if any	Y			
364.	System must provide a unique identification for Memo Budget Authorization as Authorization Number	Y			
365.	System must provide the ability for the user to attach one or more documents to the Memo Budget Adjustment Package	Y			
366.	System must setup the workflow for review /approval for Memo Budget Adjustment Authorization package	Y			
367.	System must allow user to provide/view comment during the approval workflow process of any revised Authorization Package	Y			
368.	System must send automatic email notification to the respective agencies for their signature for the approved revised authorization. This can be handled via electronic signature. Budget revisions and amendments are handled both in the Budget Summary Reporting and on the Contract Profiles. Users can actually a request a budget revision or adjustment with in the quarterly report by shifting funding between budgeting categories or adding funding. Once submitted, the reviewer determines whether to approve or reject the request. If approved and an amendment is needed, the State user can go to the contract profile and create an amendment to the contract and then generate the required documents. The documents can be delivered from there the same as the contract documents. Data is captured directly in the system and action is performed on the data not the forms. Forms are created from existing data within the system when needed. So a contract is created by generating forms where the system maps data to contract templates as needed. If an amendment is needed, the data is adjusted and then the documents are created from the data adjustments. It may be possible to eliminate some of these form documents or auto-create them rather than manage them by manual entry and modification.	Y			
369.	System must push the finalized revised authorization to ProjectWise (document storage). Will need to integration and push the documents.			Y	P
370.	System must add any budget adjustment/ revision to the Authorization to its respective line item under POP (Program of Projects) and indicate type of Budget Adjustment/Revision. This data is automatically updated in the system. The user would simply need to rerun the POP report.	Y			
Payments – Payment Process					
The system has several payment methods allowing users to provide information needed to create an invoice or reimbursement. Once the information is entered and any supporting documentation is uploaded, the invoice is submitted for reviews and approvals. Approved invoices can be sent to accounting or integrated with accounting systems. Electronic signature or					

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
workflow adjustments can be created to match current workflows. (This applies to business specifications #371-374, 376-382.)					
371.	System must allow user to create/submit one or more Payment Request form per Authorization	Y			
372.	System must allow user to give digital signature and/or stamp during the submission of payment Request form	Y			
373.	System must allow user to attach bulk documents (about 200-300 pages) as part of the Payment Request form	Y			
374.	System must allow user to maintain the attachment before submission of the payment Request form	Y			
375.	System must create the PDF version of approved Payment Request form to download. The system can use the data captured and map it to the template to be printed or stored.		Y		
376.	System must allow user to view the list all of the payment requests associated with an Authorization	Y			
377.	System must set up a workflow to review and approve the Payment Request	Y			
378.	System must allow approver to view all of the Payment Requests listed along with the respective agencies per Project Manager for easy review and approve of the payment requests	Y			
379.	System must send notification to respective Project Manager about the submission of Payment Request by the agency	Y			
380.	System must allow user to indicate GG Verified as part of the review process of Payment request form	Y			
381.	System must allow user to put hold on a Payment Request form and stop them from moving on to the next step in the workflow process of approval		Y		
382.	System must allow user to release the hold on a payment request and move the payment request to the next step in the workflow process		Y		
383.	System must create and maintain a payment tracking based on the Program Type. Payments are tracked in the system as related to a project, PO, contract, and the organization. Filtered reports can provide data spent on a single grant, segmented portions of a grant or the overall program as well as a variety of other data points as needed.	Y			
384.	System must maintain an audit trail for all steps during the payment processing by reading payment progress status from SIGMA. The system will track the development of payment or reimbursement request up to the point when the payment request leaves the system and gets entered into SIGMA. Normally, the Software either receives payment data back through an integrated solution or a manual entry process. The system will display a status like “Approved” or “Submitted” until the payment information gets entered into the Software by whatever method. Then the status changes to “Paid”. If more is going on and the SIGMA system status must be tracked, then a solution to receive data periodically from SIGMA will be needed.			Y	S
385.	System must send notification to OPT Payment mailbox for approved Payment Request along with approved Payment Request attached. In the system, payment information must be received from the State’s accounting system. When payment information is received and entered either manually or through a parsed interface, it populates certain fields showing paid information. When this action occurs, an email could be sent.	Y			
386.	System must store the approved Payment Request form into ProjectWise (Document Storage) and stored document can be accessed via PTIMS. This data is typically produced and maintained as data in the system. If this document continues to be used, then integration will be needed to pass the document to ProjectWise and another method will be needed to determine how to search, select and pull a document from ProjectWise.	Y			P

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
387.	System must allow user to search and filter for payments for an agency based on search criteria such as Open authorization, projects, Grant number etc. The system allows a user to search and filter for payments in a variety of ways. On the Invoices page a user can search by agency, invoice number, contract number, type, status, and variety of dates.	Y			
388.	System must allow user to submit Payment Request form based on the PRF (Project Request Form). The system does not use Payment Request forms. Each project requires an online funding request or budget to be completed prior to submitting the project on an application. That data stays with the project as it is processed. Funding allocations, encumbered values and amendments all track online with the project. Thus, no form is necessary	Y			
Payments – Insurance Proceeds					
The system includes an asset disposition component where this information would be handled. The system works the user through an approval workflow to make sure all the proper information and documentation has been collected before archiving the asset information. (This applies to business specifications #389-397.)					
389.	System must allow user to create and submit Vehicle Totaled Form with information about vehicle information, insurance proceeds, deductible, etc.	Y			
390.	System must allow user to attach the respective Verification Form to Vehicle Totaled Form	Y			
391.	System must allow user to attach copy of Check to the Vehicle Totaled Form under Insurance Proceeds	Y			
392.	System must enforce the user to attach Verification form and copy of Check to the respective Vehicle Totaled Form	Y			
393.	System must set up a workflow process to review and approve the Vehicle Totaled form	Y			
394.	System must provide the ability for the users to give comment about each vehicle totaled form about the availability of the grant /funding	Y			
395.	System must send an email notification to the respective Project Managers when an agency submits a Vehicle Totaled Form	Y			
396.	System must provide the ability for the user to download the uploaded check copy	Y			
397.	System must provide the ability for the user to maintain and track the insurance proceeds Check detail for an agency	Y			
398.	System must provide the ability for the user to select the POP (Program of Projects) to update the POP based on the approved Vehicle Totaled Form. The POP report pulls data from within the system. If the data is entered into the system, it can be put into the form. The data is then managed in the system when changes are needed and the report can be rerun. If the Vehicle Totaled data can be collected at the time of disposition from an online form, then the requirement can be achieved.	Y			
399.	System must let the user to create the Authorization based on the updated POP (Program of Projects). In the system, the funds are allocated and a POP is produced before a contract is created. If the funding is adjusted in the system, then a new POP can be run. If a new contract or amendment is needed those can then be created as well..	Y			
400.	System must allow the user to submit the Payment Request Form based on the awarded Authorization. Once a contract is created, executed, and the funds are encumbered, an agency user can then create an invoice or payment request in the system against that contract. When the payment request is created, various information is entered, supporting documentation can be uploaded, and the request is then submitted for approvals. A history log maintains an account of all activities or status changes by date, time and user.	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
401.	System must update the Payment Tracking based on the Insurance Proceeds and deductible. Once a contract is created, executed, and the funds are encumbered, an agency user can then create an invoice or payment request in the system against that contract. When the payment request is created, various information is entered, supporting documentation can be uploaded, and the request is then submitted for approvals. A history log maintains an account of all activities or status changes by date, time and user. "Insurance proceeds and deductibles" could be processed as a payment.	Y			
Payments – 5311 Operating Payables					
The system provides multiple methods for creating operating payments. Users can provide actual expenses and input them into the budget summary reports. These reports are calibrated to formulas that calculate the reimbursement amount to pay the sub-recipient. Once the numbers are calculated and reviewed, an invoice can be created directly from the report and then sent down the approval workflow. (This applies to business specifications #402-408.)					
402.	System must allow user to create and submit Operating Payment Request form for each program type	Y			
403.	System must allow user to indicate Payables, partial or Final when submitting the Operating Payment Request Form	Y			
404.	System must auto fill all possible values under the Operating Request form from the respective Operating report with edit capability	Y			
405.	System must provide the calculation and validation to calculate the percentage of eligible expenses when creating Operating Request Form	Y			
406.	System must allow ONLY internal users to create Operating Payment Request forms	Y			
407.	System must set up a workflow to review and approve the Operating Payment Request form based on the program type	Y			
408.	System must allow user to view the previous quarter information of the fiscal year for which the Operating Payment Request form being created	Y			
409.	System must indicate the operating payment request form as completed when the Payment for that request completed under MDOT SIGMA. The system provides multiple methods for creating operating payments. Users can provide actual expenses and input them into the budget summary reports. These reports are calibrated to formulas that calculate the reimbursement amount to pay the sub-recipient. Once the numbers are calculated and reviewed, an invoice can be created directly from the report and then sent down the approval workflow. Customization will be needed to integrate to SIGMA.			Y	S
Payments – Year End					
410.	System must notify the Program Manager when the available Grant Dollar amount is less than or equal to 25% of Total Grant amount. A business rule can be added to send the notification when the grant reaches the set amount.		Y		
411.	System must send a notification letter to all of the agencies for Year-End payables		Y		
412.	System must allow user to refine the recipient list to receive the Year-end notification letter	Y			
413.	System must allow user to submit Payment Request form until the deadline	Y			
414.	System must allow user to set up the payment as Payables after passing the payment deadline		Y		
415.	System should allow user to submit Payable documentation	Y			
416.	System should allow user to create/access Year-End report with data from SIGMA. This will require integration with SIGMA.			Y	S
417.	System should store Year-End report data and let the internal user update the report based on the Payable documentation submitted by	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
	agencies				
418.	System should set up a workflow process to review and approve Payable documentation	Y			
419.	System must allow user to submit Payment Request as part of payables with necessary attachment	Y			
420.	System must allow user to upload "Year-End" report to respective Transit Agency so that TA can access the report	Y			
Payments – Grant Management					
421.	System must allow user to create Grant Award document using template. The system allows a financial State user role to create and maintain statewide grants accounts	Y			
422.	System must set up a workflow process to review and approve the Grant Award Document. The system provides a method for a grant agreement (and any/all related documents) to be created, managed, and maintained. This section is seamlessly linked to a contract generator that allows State users to create contract packages from pre-determined templates and mapped data from within the system. The grant agreement or contract is then sent with associated documents to be signed and executed. If electronic signature is used, an approval path for signatures is provided. Otherwise, when the final document is executed, it is uploaded manually into an Executed documents section. There is no established secondary workflow for the delivery of a Grant Award packet. However, if electronic signature is used then the needed workflow can be achieved.	Y			
423.	System must send email notification to the roles set up in the workflow to review approve Grant Award document. The system allows a financial State user role to create and maintain statewide grants accounts. Email notifications can be provided where needed within the workflow.	Y			
424.	System must allow user to upload Grant Executed Document and collect document details such as Grant ID, Program. The system allows a financial State user role to create and maintain statewide grants accounts. There is a specific location for executed documents within the system related to each contract. Fields can be added if they do not already exist for ID and program types.	Y			
425.	System must automatically set the status of the Grant under POP (Program of Project) to Grant awarded based on the Grant ID of the Grant Execution Document. The system allows a financial State user role to create and maintain statewide grants accounts. When relevant information is updated, the new report can be run utilizing the modified data elements.	Y			
426.	System must create Grant Award Packet by using Grant Award Document and Grant Execution Document. The system allows a financial State user role to create and maintain statewide grants accounts. If the executed documents are loaded in the appropriate location, the system can be configured to group them with other documents if needed	Y			
427.	System must set up a workflow to move the Grant Award packet in stages of review process. The system allows a financial State user role to create and maintain statewide grants accounts. If electronic signature is used, the workflow for packet approval can be handled without customization.	Y			
428.	System must allow user to view all Authorizations associated with a Grant based on the Grant Award Document to mark the Authorization Awarded based on the Grant. The system allows a financial State user role to create and maintain statewide grants accounts. The system allows the proper users to see the Authorizations associated to his/her role.	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
429.	System must allow user to access the Authorization from the list of Authorization for the Grant under Grant Management. The system allows a financial State user role to create and maintain statewide grants accounts. Need more information to define solution.	Y			
430.	System must allow user to select one or more Authorizations from the list to execute the Authorization and mark "Awarded" based on the awarded Grant. The system allows a financial State user role to create and maintain statewide grants accounts. Once a contract has been executed, a State user selects the Encumbered field. This indicates that the contract is executed, and the funds are available to the recipient user.	Y			
431.	System must send notification to the respective agency about the executed Authorization along with attached Executed Authorization. The system allows a financial State user role to create and maintain statewide grants accounts. Need more information to define solution.		Y		
432.	System must store the awarded Authorization in ProjectWise (PW)- Document storage and accessed via PTIMS. The system allows a financial State user role to create and maintain statewide grants accounts. An integration will be needed to pass a document to ProjectWise.			Y	P
433.	System must send notification to GG (Grant Given) Inbox with PRF Package (Executed Authorization and PRF) attached. The system allows a financial State user role to create and maintain statewide grants accounts. An email notification for an action can be added if necessary. A document can be attached if necessary.	Y			
434.	System should provide a direct access within GG Inbox email notification to the respective Executed Authorization PRF Package. The system allows a financial State user role to create and maintain statewide grants accounts. An email notification for an action can be added if necessary. A document can be attached if necessary.	Y			
435.	System must allow user to enter one or more Encumbrance document type and its ID to its respective Authorization. The system allows a financial State user role to create and maintain statewide grants accounts. Need more information to define solution.	Y			
436.	System must send notification to respective Project and Program Manager when an encumbrance document number is entered for an Authorization. The system allows a financial state user role to create and maintain statewide grants accounts. Need more information to define solution.		Y		
Closeouts – 5311 Operating Closeout					
437.	System must allow user to upload Audit memo received from OCA (Office of Commission Audit). This system capability exists. The document can be uploaded.	Y			
438.	System must allow user to select one or more Authorizations and associate them with Audit memo when uploading the Audit memo. The document can be uploaded..	Y			
439.	System must allow user to create a Audit letter based on the Audit Letter template for 5311 operating closeout. An auto-generated letter could be added if required.	Y			
440.	System must set up a workflow process to review and approve the Audit Letter for 5311 Operating closeout. Creating a workflow for an audit letter would require customization as there is no existing workflow for this form.			Y	
441.	System must send the Audit letter to respective Agency to get concurred and the concurrence must be recorded. An auto-generated letter could be added if required. Concurrence could be a check box as part of workflow. This system has no workflow to meet these requirements so customization will be needed. (This applies to business specifications #442-450.)	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
442.	System must create a concurrence packet to include Cover Letter, Audit Letter, Memo as part of the 5311 operating closeout process			Y	
443.	System must allow user to create and maintain all 5311 agencies audit details for a given fiscal year			Y	
444.	System must allow user to create a Background document based on the Underpaid and Overpaid amounts from the Audit list for all 5311 agencies			Y	
445.	System must provide the ability for the user to access the PRF (Project Request Form) created under CAPP using the Background information as part of 5311 operating closeout			Y	
446.	System must create a PRF Package to include PRF, Background, Audit report			Y	
447.	System must set up a workflow process to review and approve PRF package as part of 5311 operating closeout			Y	
448.	System must allow 5311 Program Manager to send notification to OPT Audit specialist for Audit on Authorizations under 100K budget			Y	
449.	System must allow user to perform the under 100K Audit			Y	
450.	System must allow user to create and maintain an under 100k or OPT Audit details for a fiscal year			Y	
Closeouts – Job Closeout					
451.	System must allow user to revise the POP (Program of Projects) based on the Grant revision or amendment to reallocate the remaining fund from one Job number to other	Y			
452.	System must allow user to view both revised and original POP (Program of Projects) with an indicator for all updated Jobs in the POP. The system does not currently keep previous versions of the POP report. It shows real time data. Create a report output of funding changes rather than a complicated customization. Creating archives will require customization.		Y		
453.	System must allow user to add new Agency (Recipient) and its respective Job details as part of reallocating the fund from one Job number to another Job number. Remaining funds from closing project will be returned to the grant it is funded from. Then the funds can be reallocated.	Y			
454.	System must follow the workflow to create PRF (Project Authorization Form), Authorization for newly added Job number under the POP as covered under PRF and Authorization. The system allows new projects to be added, funded, and contracted (or contract amendments can be created if moving funds). An API can be established to exchange project and funding data.	Y			
455.	System must read the status of each Job Number from MDOT-SIGMA and mark the status for "Final Pend" to indicate that the respective Job can be closed or reallocate the remaining fund if any under POP (Program of Projects). APIs will be needed to exchange data if needed. The system also manages the status of each project based on its funding status.			Y	
Closeouts – LBO Closeout – Reconciled OAR					
456.	System must send email notification to all agencies at the end of fiscal year to complete the Reconciled OAR (Operating Assistance Report). An email to be sent based on a specific date.	Y			
457.	System must allow user to have a back and forth communication with agencies until all inconsistencies with the Reconciliation and RR20 reports are resolved.	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
	If a report is submitted for approval, the reviewer can return the report with a required comment indicating to the user what must be changed for it to meet approval. When the user sends the report back, a comment can be added for the reviewer. Each time the report is approved, returned or submitted, the name, date, time and comments are logged on an on-page history log for review. This 'messaging circle' can continue until all inconsistencies are resolved.				
458.	System must notify agencies for final approved Reconciliation report and provide 2 weeks of time to review. System will automatically send an email notification on each action: submit, approve, return, resubmit.	Y			
459.	System must create and maintain "OPT LBO Analysis" based on all LBO Transit agencies for a given fiscal year. If based on data from the system and applied formulas, a report can be created to provide this information.	Y			
460.	System must send notification to the respective agency regarding the potential withholding when the Quarterly budget is less than 25% under "OPT LBO Analysis". If a business rule or condition is calculated within a report, an email can be triggered based on the business rule's result upon an action such as 'submit'. The report will have to be built with the appropriate business rule(s) embedded which may require customization.			Y	
461.	System must create and maintain Reconciliation Distribution list for given fiscal year. If based on data from the system, a report can be created to provide this information.	Y			
462.	System must allow user to update the Reconciliation distribution list based on the Eligible Expense information. The system requires the user to edit or modify the data at the source and then rerun or reprocess the report.	Y			
463.	System must calculate under paid or overpaid for each agency under the Reconciliation distribution list. When a user inputs data into a Budget Summary Report (comparable to an OAR), over/under budget calculations are typical included.	Y			
464.	System must set up a workflow to review the Reconciliation Distribution list. This data can be provided in a report. Changes can be made to individual reports if needed.	Y			
465.	System must send notification to contract manager to create PRF based on the Reconciliation Distribution list. This step will probably not be needed, but a report can be created if needed.	Y			
466.	System must update the 41101 code under the Reconciled OAR for the respective agency for the respective reconciled OAR. A manual entry field can be added. If formulas or conditions are needed when the 41101 code is 'applied', then a custom solution would be needed.			Y	
467.	System must allow user to upload Reconciliation Distribution list, which will be stored in ProjectWise and accessed via new system. The system can store documents or create an interface to pass these forms, if necessary.	Y			
468.	System must send notification to the respective agency along with respective Reconciliation Distribution list attachment. The system handles this as part of the workflow.	Y			
Closeouts – LBO Closeout – Audited OAR					
469.	System must send a notice to submit Audit to agencies 6 months from their Year End date. Set up email notifications to trigger off specific dates, if needed.	Y			
470.	System must send a notice to submit Audit to agencies 30 days from their Year End date. Set up email notifications to trigger off specific dates, if needed.	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
471.	System must allow user to upload the CPA Audit to the respective Agency, uploaded audits are stored in ProjectWise and accessed via PTIMS. Documents can be uploaded in a variety of locations. Add a link to ProjectWise if needed.	Y			P
472.	System must create and maintain an Audit log for all regular service agencies. The system provides History Logs on the page of each application, contract, invoice, asset, disposition and so on. Tracking mainly status changes..	Y			
473.	System should provide a link to access Audit Guide and Revenue Expense Manual from MDOT website. Contractor can provide a link to the website page if necessary.	Y			
474.	System must allow back and forth communication between the internal user and the agency until the CPA Audit meets the MDOT mandates. The optional Compliance/Oversight module has this type of functionality. If the Oversight module can be used for this activity, then this requirement can be handled there. This module requires an audit type and related settings to be set up by a client admin. Then an individual review can be set up for a sub-recipient. Within that review, the reviewer can establish findings with a deficiency, corrective action plan, a due date, the ability to add comments and/or documentation, and a history log tracks all activities related to each finding. The State user sends the finding to the agency user who must in turn 'mitigate' the finding and provide comments back about the actions taken. The finding can be sent back and forth until the reviewer is satisfied.	Y			
If the optional Oversight module is used for this activity, then this requirement can be handled there. (This applies to business specifications #475-477, 479-480.)					
475.	System must allow user to set the timeframe/due date to receive response from the agency for any Audit related communications	Y			
476.	System must allow user to create a non-responsive letter when an agency fail to respond the final communication related to Audit	Y			
477.	System must set up a workflow to review and approve the non- responsive letter of an Audit	Y			
478.	System must send approved non-response letter to the respective agency and store the non-response letter in ProjectWise. If the optional Oversight module is used for this activity, then this requirement can be handled there. Customization would be needed to upload document to ProjectWise if needed.	Y			
479.	System must send notification to agency to concur the Audited OAR	Y			
480.	System must create and maintain the Audited Distribution list	Y			
481.	System must allow user to update the Audit distribution list based on the Eligible Expense information (from OAR). Expenses within a Budget Summary Reports are managed upon review and any changes must be made to Budget Summary Reports and oversight reports could be reproduced with the amended data.	Y			
482.	System must calculate under paid or overpaid for each agency under the Audit distribution list. Budget Summary Reports can be constructed with these calculations relative to the Budgeted amounts.	Y			
483.	System must set up a workflow to review the Audit Distribution list. A report can be created to provide a list. If changes are needed to an audit process, they can be handled in the Compliance module where a list of audits can be found.	Y			
484.	System must send notification to contract manager to create PRF based on the Audit Distribution list. A notification can be triggered by an action. If a project needs to be created, a state user can simply perform this task in the system.	Y			
485.	System must update the 41101 code under the Audit OAR for the respective agency for the respective Audited OAR.	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
	A manual entry field can be added.				
486.	System must send notification to the respective agency along with respective Audit Distribution list attachment. An email notification can be sent based on a triggered action, if necessary.	Y			
Closeouts – Authorization Closeout					
487.	System must alert user when submitting the Payment Request as "Final" to get user confirmation to proceed as Final Payment Request		Y		
488.	System must follow the workflow to review and approve the Payment request for Authorization	Y			
489.	System must allow user to mark an Authorization under a Transit Agency to "Closed"	Y			
490.	System must perform validation when user marks an Authorization as "Closed"	Y			
491.	System must set the status of the Authorization(s) as Active, Inactive, In Audit, In Audit dispute, Closed. Each contract has its own profile, start date, end date, associated projects and funding, any related state codes, documents and status and a whole lot more associated data including each associated amendment. Once created, agency users and State users can access each associated contract. The data in the contract profile can be view, modified (if the user has the proper access), once encumbered invoices can be created and tracked (thru a series of statuses), and amendments can be processed after project funding changes are made. As the contracts are managed, statuses change and activities are logged. If needed the user can generate contract documents, store and print executed documents and more. .	Y			
492.	System must allow user to create a Audit letter based on the Audit Letter template for Authorization closeout. An auto generated letter can be created on a close out action.	Y			
493.	System must set up a workflow process to review and approve the Audit Letter for Authorization closeout. The system can create an automated document with a specific user's canned signature.	Y			
494.	System must create a concurrence packet to include Cover Letter, Audit Letter, Memo as part of the Authorization closeout process. System can custom create an automated document packet, if needed.	Y			
495.	System must send the Concurrence packet to respective Agency to get concurred and the concurrence must be recorded as part of Authorization Closeout. System can custom create an automated document packet if needed. A custom workflow or electronic signature path can be created.	Y			
496.	When the Audit results in distributing Money to agency as part of Authorization closeout System must follow the process of creating and approving the PRF package. When projects are closed out, remaining funds are identified and sent back to the source they were allocated from. The funds can then be reallocated.	Y			
497.	Requirement removed by the State				
498.	Requirement removed by the State				
Closeouts – Grant Closeouts					
499.	System must generate Milestone Report based on the agency's individual Milestone report as part of Grant Closeout process A Milestone Report can be created based on the data in the system. Fields can be added to ensure the proper data is collected and reportable.	Y			

A	C	D			E
Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
500.	System must read the Funding Expiration Date of each Program from CAPP and update respective POP (Program of Projects). An interface would be needed to sync the data. The system collects most of this data now.			Y	C
501.	System must create and maintain the Open Grant details by pulling data from SIGMA. An interface would be needed to sync the data. The system collects most of this data now.			Y	S
502.	System must allow user to select the Grant from the list of open Grants and mark it closed	Y			
503.	System must perform necessary validation when a Grant is marked Closed	Y			
504.	System must mark all respective Milestone reports of all the respective agencies under a Grant when a Grant is marked Closed	Y			
505.	System must push all of the documentation of Closed Grant to ProjectWise (Document Storage) and provide access to view the document. A custom interface will need to be developed plus a link to view the documents in ProjectWise.			Y	P
506.	System must follow the retention schedule depending on the Document. An optional module included in Schedule B pricing - allows users to identify specific document types and can set individual expiration dates for each document type.		Y		
507.	System must allow user to set the threshold remaining amount for a Grant in order to start the Grant Closeout process. The system currently allows an assigned user role to set up grants and upload award amounts. Business rules can be added to ensure that only funds available can be allocated or spent. Any other solution will require customization.	Y			
508.	System must send notification about the remaining grant amount less than the set threshold to initiate the Grant closeout. Notifications can be configured to any action triggered in the system.		Y		
Interfaces – MDOT-SIGMA					
509.	System should send notification to respective roles when it reads the status of "Pending" or "complete" for GG under MDOT-SIGMA. This will require a significant custom integration with the SIGMA system.			Y	S
510.	System must interface with MDOT SIGMA to read data based on Job Number. This will require a significant custom integration with the SIGMA system.			Y	S
Interfaces - ProjectWise					
The system will typically manage these transactions in a very transparent way, reducing the number “reminder emails” and “system check-ins”. Interfaces between systems can be created at additional costs but many of these activities could be eliminated. (This applies to business specifications #511-514.)					
511.	System should store the read receipts of reminder emails under ProjectWise			Y	P
512.	System must allow the user to access the documents from ProjectWise via PTIMS based on GUI id			Y	P
513.	System must store uploaded documents, reports, emails in ProjectWise under respective folders			Y	P
514.	System must interface with SOM ProjectWise document storage system via REST API webservice			Y	P
Interfaces - JobNet					
515.	System should populate the Job Number under the POP (Program of Projects) based on Agency ID. Standard reports are included in the overall price but must be created and loaded into the system. The POP report can be modified to includes these fields.		Y		J

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
Interfaces - CAPP					
516.	System must read the PRF data and create PRF by adding Comments, Special provision. Individual user input reports need to be configured within the system. The PRF data should be in the system. If a document output is needed with comments, then a custom form will need to be created			Y	C
Interfaces – GovDelivery					
517.	System should interface with SOM GovDelivery system to send the email address and subscribe Weekly Express so that the Agency will receive Weekly Express email communications. A custom management system or process will need to be developed and the a custom interface will need to be developed to export emails addresses to the GovDelivery system.			Y	G
Interfaces – GLOBAL database					
518.	System must interface with MDOT GLOBAL via webservice call to read agency specific details such as UEI number. A custom interface will need to be developed.			Y	D
Reports – Standard Reports					
Standard reports are included in the overall price but must be created and loaded into the system. (This applies to business specifications #519-524, 526-527, 530-531.533, 535-548)					
519.	System must generate a report for all of the disposed Vehicle and its sales price for a given time frame		Y		
520.	System must allow user to generate a County wide report with all of the Programs and Projects under a county for a given Fiscal Year		Y		
521.	System must list all of the Agencies with Competitive Projects for a given fiscal year		Y		
522.	System must provide master list of all Authorizations with search, sort and export options		Y		
523.	System must allow user to generate NTD RR20 report (Federal report)		Y		
524.	System must list all of the standard reports under the report category based on the access level		Y		
525.	System must provide search and filter criteria respective to the type of report	Y			
526.	System must generate a "Performance Indicators" report based on the provided report parameters		Y		
527.	System must generate a "Revenue -Expense" report based on the input parameters		Y		
528.	System must generate "Ridership" report based on the input parameter. User input reports need to be configured within the system. Standard reports are included in the overall price but must be created and loaded into the system..		Y		
529.	System must generate "Vehicle Statistics" report based on the input parameters. User input reports need to be configured within the system. Standard reports are included in the overall price but must be created and loaded into the system.		Y		
530.	System must generate "Eligible Pending" report based on the input parameters		Y		
531.	System must generate "Funded" Report based on the input parameters		Y		
532.	System must generate "Vehicle Inventory" report based on the input parameter. A vehicle inventory export is currently available in the system.	Y			
533.	System must generate "Agency Listing" report based on the input parameter		Y		

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
534.	System must provide the ability to generate all report in Excel format in addition to pdf format	Y			
535.	System must generate "congressional District "Report based on the input parameters		Y		
536.	System must generate "Vehicle Request - Funded" report based on the input parameters		Y		
537.	System must generate a "Federal Fund Received" report by Agencies based on the input parameters		Y		
538.	System must perform necessary validations before generating the requested report for valid input parameters		Y		
539.	System must generate "Vehicle Replacement" report for given time frame based on the input parameters		Y		
540.	System must generate "OAR Formula" report based on the input parameters		Y		
541.	System must generate "OAR Status update" report based on the input parameters		Y		
542.	System must generate "OAR Data report" based on the input parameters		Y		
543.	System must generate "Recon review" report based on the input parameters		Y		
544.	System must generate "Milestone" report based on the input parameters		Y		
545.	System must generate "Equipment Inventory over $50,000" report based on the input parameters		Y		
546.	System must generate "Vehicle Mileage" report based on the input parameters		Y		
547.	System must generate "New Freedom Requests" report based on the input parameters		Y		
548.	System must generate "Eligible Vehicles to be Replaced" report based on the input parameters		Y		
549.	System must provide robust reporting capabilities for both standard and ad-hoc reporting with flexibilities of creating user defined queries and reports. Standard reports are included in the overall price but must be created and loaded into the system. True Ad hoc reporting capabilities are not standard. Contractor will work with the State to identify and produce all needed reports. Most reports have range or selection capabilities to filter data for the users' needs. Most outputs can be Excel exports or PDF outputs.		Y		
General System - Administrative					
550.	System must provide the ability for Admin to create Transit Agency under "Transit Agency Addition"	Y			
551.	System must allow user to maintain the Program Categories	Y			
552.	System must allow the user to select the Federal Grant and initiate Milestone Report. Standard reports are included in the overall price but must be created and loaded into the system.		Y		
553.	System must allow user to maintain Federal ALI code and State Activity code	Y			
554.	System must allow user to add new MPO/RPA/Other Agencies to PTIMS	Y			
555.	System must allow user to create and maintain Operating Assistance Report year codes		Y		
556.	System must allow user to create/maintain a unique financial and non- financial codes for respective OAR Year code		Y		
557.	System must allow user to set and maintain the percentage to certain financial codes		Y		
558.	System must allow user to add/maintain the fields to the existing screens based on each year Annual Application Instruction Improvement		Y		
559.	System must allow user to maintain the Annual Application Checklist		Y		
560.	System must let the user to set the FTA Funded Amount for each fiscal year for each program		Y		

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
This system can be configured to provide this if forms are added. (This applies to business specifications #561-566.)					
561.	System must allow user to add/remove/edit verifications forms		Y		
562.	System must allow user to create/edit/remove TA forms		Y		
563.	System must allow user to upload and access the Contract Clause		Y		
564.	System must allow user to upload and access Certification and Assurance FTA Assistance document - for form 3079		Y		
565.	System must allow user to create/maintain FTA Certification Assurance TA Form content -Categories and description		Y		
566.	System must allow user to create/maintain the Memo template for Memo Budget Adjustment Authorization		Y		
567.	System must allow user to upload "Coordination Plan" for 5310 Program and identify the respective TAs associated in the coordination plan	Y			
568.	System must allow user to maintain the percentage of difference from previous fiscal year reconciled OAR to current fiscal year Budgeted OAR Expenses. Need to create a comparison between reports and a business rule and warning message to the current year Budget Summary Report (OAR) after comparison to the previous year report.			Y	
569.	System must allow user to maintain the Compliance Review related templates. Contractor will provide the optional Compliance and Oversight module specifically designed for compliance and oversight. It manages these templates among other things.	Y			
570.	System must allow the user to create and maintain the Funding Source Code List for State and Federal		Y		
571.	System must allow user to create and Maintain the Checklist for Project Manager to use when performing Review and approval of Annual Application and TA Forms	Y			
572.	System must allow user to create and maintain the templates for Project Info/Proposal form for Competitive Projects. This system capability exists but other methods can be considered.	Y			
573.	System must allow user to add/delete/suspend access to Agencies/External user	Y			
574.	System must allow user to create and maintain the Authorization Templates for different program type	Y			
575.	System must allow admin user to control and override any of the approvers approval in the workflow			Y	
576.	System must allow user to create/maintain the Grant Award Document template	Y			
577.	System must allow user to create and maintain the Year-End payables letter notification template. All the payables, transaction data, and balances are viewable in the system (at all times). A report could be produced for this information. And if truly needed, an email notification could be created with the trigger to send it.			Y	
578.	System must allow user to create and maintain the Audit Letter template as part of the 5311 Operating Closeout. System can provide a template.			Y	
579.	System must allow user to set/edit the % of Total Eligible Expenses for Audit purpose under Operating and LBO (Local Bus Operating)			Y	
580.	System must allow user to deactivate an OAR financial/non-financial code			Y	
581.	System must allow user to update the Description of the OAR code			Y	
582.	System must allow user to change name of the Agency and the Agency Type under Admin. The agency name and other information associated to the agency profile can be edited by the client administrator.	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
583.	System should display former and new name after a name change for the agency under the respective agency profile. The system only displays the current name of the agency. Often clients will enter the new name with the old name in parentheses for visual identification. Having both could cause problems with reporting and other sourced data. If necessary, however, another field could be added for the previous name and to adjust or create related reporting.			Y	
584.	System must allow user to access all of the reports, forms, documents of an agency based on the Agency ID, so that changing agency name will not affect the existing data associated with the agency	Y			
585.	System must allow Admin to assign/update/delete access to internal user for one or multiple or all agencies	Y			
586.	System must allow Admin to assign Read/Write access for the external user to access the agency	Y			
587.	System must allow user to transfer the access rights from one internal user to another internal user under Admin	Y			
588.	System should notify Admin for any undeliverable auto send email with respective email address and Agency name	Y			
589.	System must allow user to create/edit/delete the Vehicle Type, Description under Admin	Y			
590.	System must validate for unique Vehicle Type when creating/editing vehicle Type under Admin	Y			
591.	System must allow user to submit a name change form to change the Agency name	Y			
592.	System must send notification to internal user when a name change form submitted by an agency	Y			
593.	System must allow user to view/generate report for all inactive users for certain amount of time		Y		
594.	System must allow user to remove/delete the access/email address/user ID for one or more inactive users	Y			
595.	System should send annual notification with report of inactive users who are inactive for at least 12 months		Y		
596.	System must allow Admin user to add/Edit Equipment Sub Type along with its description		Y		
597.	System must validate for unique Equipment Sub Type when creating/editing Equipment Sub Type under Admin		Y		
598.	System must allow Admin to delete Equipment Sub Type and Vehicle Type under Admin		Y		
599.	System must allow user to add/maintain the Service Types of agencies under Admin		Y		
General System – Help Documents/Guides					
600.	System must provide Help document/Training Guide for overall site map	Y			
601.	System must provide module wise instructions as Help document	Y			
602.	System must provide field level help and page level help as needed	Y			
603.	System must provide workflow process for review and approval. The system provides multiple review and approval workflows.	Y			
604.	System must provide email notifications to users throughout the review and approval process. The system provides a robust messaging system.	Y			
Compliance Review – Compliance Review					
The system includes the optional Compliance and Oversight module specifically designed to manage the compliance and oversight functions of sub-recipient on site reviews. (This applies to business specifications #605-607, 610-616.)					
605.	System must list all of the Compliance Reviews for a Transit Agency	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
606.	System must provide user to edit/view the FTA compliance review	Y			
607.	System must allow user to choose the type of Compliance Review to create a new one	Y			
608.	System must allow user to view/edit Maintenance Review	Y			
609.	System must allow user to send Scheduling email to the respective Agency with necessary guides and preparation documents		Y		
610.	System must allow user to view previous year's Compliance Review and its related documents	Y			
611.	System must provide a workflow process to review and approve the appointment Confirmation letter for Compliance Review	Y			
612.	System must allow user to capture pre-compliance meeting outcome	Y			
613.	System must allow user to add one or more findings (deficiencies) for a Compliance Review	Y			
614.	System must allow user to create Summary (Comment Letter) using the template including the deficiencies identified during compliance review	Y			
615.	System must provide the checklist of documents that need to be completed/ attached as part of a Compliance Review	Y			
616.	System must allow user to store and access the guided materials under the compliance review	Y			
617.	System must randomly select 20% from the list of vehicles from a transit agency's vehicle inventory and list them under the Maintenance review confirmation letter. A report for this type of selection can be created.		Y		
618.	System must store and allow user to download the Maintenance History fillable PDF		Y		
619.	System must allow user to submit Title VI for review and approval. The system has an optional module designed to capture, categorize, identify and provide an expiration date for documents such as Title VI.	Y			
620.	System must allow user to schedule one-year follow up visits for Maintenance Review	Y			
Compliance Review – Deficiency Tracking					
The system includes the optional Compliance and Oversight module specifically designed to manage the compliance and oversight functions of sub-recipient on site reviews. (This applies to business specifications #621-623.)					
621.	System must list all of the deficiencies identified during a Compliance Review	Y			
622.	System must allow user to attach documents against each deficiency	Y			
623.	System must allow user to generate a Close out letter when all of the deficiencies for a Compliance Review are set to Closed status	Y			
624.	System must provide a workflow to review and approve the Closeout letter	Y			
625.	System must allow user to notify the respective agency's project manager about an approaching due date	Y			
Notification from the optional compliance review module workflow. (This applies to business specifications #626-632.)					
626.	System must allow user to generate a Withholding letter when a deficiency is set to Withholding status	Y			
627.	System must provide workflow for review and approve the Withholding letter	Y			
628.	System must send the approved withholding letter to the respective agency	Y			
629.	System must notify the Financial Management Unit (FMU) to withhold a percentage of fund	Y			
630.	System must allow user to generate withhold release letter when the deficiency is set to withhold release status	Y			
631.	System must provide workflow for review and approve the Withholding release letter	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
632.	System must send the approved withholding release letter to the respective agency	Y			
633.	System must allow user to track Title VI and ADA Compliant. The system has a resource section that can be used to create and name folders to collect specific documents. Two optional modules: Important Documents module and the Compliance module. Important Documents module allows a state user to set up categories and specific document titles so that documents can be uploaded to specific locations. Expiration dates can be added to indicate when a document needs to be replaced. Reports can be run to indicate missing or expiring documents. The Compliance module manages the complete audit lifecycle including document collection and findings mitigation.		Y		
Compliance Review – Risk Analysis					
634.	System must allow user to run Maintenance risk analysis for each Transit Agency. A risk analysis method will need to defined so that a solution can be added..			Y	
635.	System must allow user to collect and run the 5310 risk analysis for a Transit Agency. A risk analysis method will need to defined so that a solution can be added..			Y	
636.	System must allow user to collect and run 5311 risk analysis for a Transit agency. A report with specific criteria can be added.		Y		
637.	System must allow user to collect and run Intercity Risk Analysis. A report with specific criteria can be added.		Y		
MPO/RPA/Other Agencies					
638.	System must list all of the Agencies other than TA under MPO/RPA/Other Agencies list. The system does include the ability to collect data on regional planning organizations, include them in an agency or organizations listing.	Y			
The system does provide the same functionality for these types of organizations. (This applies to business specifications #639-642.)					
639.	System must have all of the table functionalities similar to TA list for MPO/RPA/Other Agencies List	Y			
640.	System must allow profile creation and maintenance for MPO/RPA/Other Agencies similar to TA	Y			
641.	System must allow Annual Application functionality for MPO/RPA/Other Agencies similar to TA	Y			
642.	System must allow MPO/RPA/Other Agencies to perform Milestone reporting similar to TAs	Y			
A user can create a future project or need, the system includes a project profile and a project can be created at any time and for any year (either current or future). In this case, a template would not be needed. (This applies to business specifications #642-645.)					
643.	System must allow user to create Non-Contractual templates based on the PRF (Project Request Form) for MPO/RPA/Others	Y			
644.	System must create PRF package with PRF and its Non-Contractual template for MPO/RPA/Others	Y			
645.	System must set a workflow similar to Authorization to review and approve the Non-Contractual PRF package	Y			
Statewide 5310 Performance Measures					
646.	System must allow user to create/edit/view the Performance measures form. A 5310 performance measures report will be created for the agency users to complete and submit.		Y		
647.	System must send an automatic email notification to agencies for approaching deadline of Oct 30 to submit Performance measure report	Y			

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
648.	System must create a Performance Measure report for all 5310 agencies for each fiscal year	Y			
Statewide – Statewide Vehicle Inventory					
649.	System must provide the list of all statewide vehicles as a master list	Y			
650.	System must provide Vehicle search under Vehicle inventory list which allow user to define the search as an equal to '=', not equal to '<>', or like wildcard '*'	Y			
651.	System must allow the user to set the order of column and order of sort as part of the vehicle search criteria	Y			
652.	System must allow the user to sort the vehicle list based on any of the columns	Y			
653.	System must allow user to export the Vehicle list to a spreadsheet	Y			
654.	System must allow the user to select one or more vehicles from the list and delete	Y			
655.	System must allow user to access the respective Vehicle information by selecting a vehicle from the Vehicle Inventory list	Y			
656.	System should provide wild card or Like search capabilities for VIN numbers	Y			
657.	System must notify respective Agency and Project Manager when deleting vehicle(s) from the master list	Y			
Statewide – Statewide Equipment Inventory					
658.	System must provide the list of all statewide Equipment inventory as a master list	Y			
659.	System must provide Equipment search under Equipment inventory list which allow user to define the search as an equal to '=', not equal to '<>', or like wildcard '*'. The system has a variety of filter, sort and search options including search by VIN, condition, status and description that should search or filter better than the method required. The search can be custom added if truly required.	Y			
660.	System must allow the user to sort and order the Equipment list based on any of the columns. The system allows users to sort or counter-sort each column in a listing.	Y			
661.	System must allow user to export the Equipment list to a spreadsheet	Y			
662.	System must allow the user to select one or more Equipment from the list and delete	Y			
Statewide – Statewide Facility Inventory					
663.	System must provide the list of all statewide Facilities as a master list	Y			
664.	System must provide Facility search under Facility inventory list which allow user to define the search as an equal to '=', not equal to '<>', or like wildcard '*'. The system has a variety of filter, sort and search options including search by VIN, condition, status and description that should search or filter better than the method required.	Y			
665.	System must allow the user to sort and order the Facility list based on any of the columns. The system allows users to sort or counter-sort each column in a listing.	Y			
666.	System must allow user to export the Facility list to a spreadsheet	Y			
667.	System must allow the user to select one or more Facilities from the list and delete	Y			
Statewide – Statewide Capital Requests					

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Business Specification Number	Business Specification	Current Capability	Requires Configuration	Requires Customization	Integration
668.	System must provide the list of all statewide Capital Requests as a master list.	Y			
669.	System must provide Capital Request search under Capital Request list which allow user to define the search as an equal to '=', not equal to '<>', or like wildcard '*'. The system has a variety of filter, sort and search options including search by VIN, condition, status and description that should search or filter better than the method required. The search can be custom added if truly required.	Y			
670.	System must allow the user to sort and order the Capital Request list based on any of the columns. The system allows users to sort or counter-sort each column in a listing.	Y			
671.	System must allow user to export the Capital Request list to a spreadsheet	Y			
672.	System must allow the user to select one or more Capital Request(s) from the list and delete	Y			
Statewide – Statewide Milestone Reporting					
673.	System must flag the agencies who past the due date in submitting the milestone report. Business rules can be added to ensure these agencies are flagged.		Y		
674.	System must create Milestone report under the respective agency based on the POP for approved Grant. A Milestone Report can be created for this requirement.		Y		
675.	System must notify the respective internal users and agency after creating the Milestone report. Notifications can be created for this occurrence.	Y			
676.	System must allow user to edit the system created Milestone report based on access rights	Y			
677.	System must allow user to delete the system created Milestone report if needed	Y			
678.	System must provide a master list of all Milestone reports	Y			
679.	System must provide Milestone report search under Milestone Report list which allow user to define the search	Y			
680.	System must allow the user to sort the Milestone report list based on any of the columns	Y			
681.	System must allow user to export the Milestone report list to a spreadsheet	Y			
682.	System must allow the user to select one or more Milestone report from the list and delete	Y			
Statewide – Statewide Compliance Review					
683.	System must allow user to track FTA Review for all MDOT Subrecipients	Y			
684.	System must allow user to track all Maintenance Compliance Review	Y			
685.	System must allow user to track Title VI approvals	Y			
686.	System must list Maintenance Risk Analysis for all Transit Agencies	Y			
687.	System must list 5310 Risk Analysis for all 5310 Transit Agencies	Y			
688.	System must list 5311 Risk analysis for all 5311 Transit Agencies	Y			
689.	System must list all deficiencies of all Transit Agencies	Y			

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Business Specification Number	**Business Specification**	**Current Capability**	**Requires Configuration**	**Requires Customization**	**Integration**
690.	System must list all of the Title VI and ADA Complaints for all of the Agencies. The system has a resource section that can be used to create and name folders to collect specific documents. Two optional modules: Important Documents module and the Compliance module. Important Documents module allows a state user to set up categories and specific document titles so that documents can be uploaded to specific locations. Expiration dates can be added to indicate when a document needs to be replaced. Reports can be run to indicate missing or expiring documents. The Compliance module manages the complete audit lifecycle including document collection and findings mitigation. The recommendation is to use the Important Documents Module (optional). The client admin user can create sections for Title VI and ADA Complaints. Within these sections, specific document title and locations can be added so the state reviewers know exactly where the documents are located. Additionally, this component allows state users to add expiration dates to specific documents. Reports can then be run to determine whether a document is loaded in a specific field. And if loaded, whether it is current and/or when it is set to expire (and require a current update). A statewide report can be added to see a full list of documents across the state.	Y			
Statewide – Blanket Authorization					
The system allows a Grant (also known as a Program or Fund Source) to be created. The grant typically represents the annual statewide allocation or apportionment from FTA in the case of federal funding. This grant amount represents the full amount to be distributed to recipients and/or sub-recipients across the state. There is usually a grant for each federal program offering funding and can also contain state funding, loans, bonds, toll credits, etc. Once set up, an admin user can create sub-distributions within the grant (examples might be: UZAs (Urbanized Areas), districts, operating/capital/admin, etc). And once these grants and distributions are set-up, project managers and other State users can allocate funding directly from these grants and distributions to individual projects representing the funding obligated to each funded need across the state. Every draw is tracked against these grants and robust reporting is available to retrieve this data. (This applies to business specifications #691-702.)					
691.	System must allow user to select Fiscal Year, Program and Grant ID to create Blanket Authorization for multiple Transit Agencies	Y			
692.	System must create Blanket Authorization based on the respective POP (Program of Projects)	Y			
693.	System must allow user to access the individual authorizations under respective Agencies from blanket authorizations after approval	Y			
694.	System must allow user to update one or more authorization from the blanket authorizations	Y			
695.	System must allow user to create the Blanket Authorization package which includes Authorizations and its respective PRF (Project Request Forms) attached	Y			
696.	System must set up a workflow for review and approval of Blanket Authorization packages	Y			
697.	System should allow user to add additional agencies' Authorization and its respective PRF to the Blanket Authorizations before final approval	Y			
698.	System must use the respective Authorization templates based on the program type to create the Blanket Authorization	Y			
699.	System must allow user to review and approve the individual authorizations within the Blanket Authorization	Y			
700.	System must provide the ability to the user to put "Hold" to one or more authorizations within the Blanket Authorization and move to next step in the workflow	Y			
701.	System must send automatic email notification to the respective agencies for their signature for the approved authorization	Y			
702.	System must push the finalized blanket authorization to ProjectWise (document storage).	Y			P

SCHEDULE B - PRICING

BlackCat Grant and Data Management Suite – As Selected	Frequency	Annual SaaS Fee
Selected CORE Module(s):		
BlackCat Transit Data Management System - Implementation	*Waived*	*$ 0*
BlackCat Transit Data Management System CORE – Annual (up to 1500 total users)	*Annual*	*$ 178,000 / year*
Annual CORE Sub-total:		***$ 178,000 / year***
Selected Optional Module(s):		
Important Documents & Expiration Management Module (A)	*Annual*	*$ 5,000 / year*
Compliance / Oversight Module (A)	*Annual*	*$ 12,000 / year*
Transit Asset Management (TAM) – Performance Measures Module (B)	*Annual*	*$ 5,000 / year*
State of Good Repair Forecasting Module (B)	*Annual*	*$ 12,000 / year*
NTD Reporting Module (B)	*Annual*	*$ 9,000 / year*
Electronic Signature Workflow Module (B)	*Annual*	*$ 3,700 / year*
MILogin / SSO Integration - Annual Combined Fee (1)	*Annual*	*$ 4,950 / year*
Note: Optional Modules for Group A and Group B, Annual fee will be pro-rated until added and ready for user testing.		
Annual Optional Modules Sub-total:		***$ 51,650 / year***
Annual SaaS Total:		***$ 229,650 / year***
Selected Optional Service(s):		
Legacy System Data Migration (2)	*One Time Fee*	***$ 18,000***
JobNet Integration – Flat File Data Exchange (6)	*One Time Fee*	***$ 3,950***
SIGMA System Integration (3)	*One Time Fee*	***$ 25,000***
CAPP System Integration (5)	*One Time Fee*	***$ 22,000***
ProjectWise System Integration (4)	*One Time Fee*	***$ 15,000***
Global Database Integration (7)	*One Time Fee*	***$ 12,000***
GovDelivery Custom Development / API Configuration (9)	*One Time Fee*	***$ 7,600***
OneSpan (eSignature) Custom Interface (8)	*One Time Fee*	***$ 9,950***
Cumulative Customization Tasks	*Not to Exceed*	***$ 167,800***
Optional Services Sub-total:		***$ 281,300***
*****YEAR ONE ANNUAL SaaS TOTAL:***		***$ 229,650***
YEAR TWO ANNUAL SaaS TOTAL:		***$ 229,650***
YEAR THREE ANNUAL SaaS TOTAL:		***$ 229,650***
YEAR FOUR ANNUAL SaaS TOTAL:		***$ 229,650***
YEAR FIVE ANNUAL SaaS TOTAL:		***$ 229,650***

COMBINED FIVE-YEAR ANNUAL TOTAL:	***$ 1,429,550***

*Numbers in parenthesis indicate implementation order
**Year One Annual SaaS Total assumes no pro-ration of optional modules; actual cost will be less.

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.

6. Rate Card for Ancillary Professional Services.

Position	Rate
Project Director	*$ 202.55 / hour*
Modal Project Manager	*$ 147.45 / hour*
Project Planner / Designer	*$ 91.81 / hour*
Senior Developer	*$ 141.77 / hour*

Additional Pricing Terms

If Contractor 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. Contractor 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.

SCHEDULE C - INSURANCE REQUIREMENTS

1. General Requirements. Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.

2. Qualification of Insurers. Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.

3. Primary and Non-Contributory Coverage. All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.

4. Claims-Made Coverage. If any required policies provide claims-made coverage, Contractor must:

a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;

b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.

5. Proof of Insurance.

a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.

b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.

c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.

d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.

f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. Subcontractors. Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

7. Limits of Coverage & Specific Endorsements.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: **$1,000,000 Each Occurrence** **$1,000,000 Personal & Advertising Injury** **$2,000,000 Products/Completed Operations** **$2,000,000 General Aggregate**	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: **Coverage according to applicable laws governing work activities.**	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: **$500,000 Each Accident** **$500,000 Each Employee by Disease** **$500,000 Aggregate Disease**	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: **$1,000,000 Each Occurrence** **$1,000,000 Annual Aggregate**	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: **$1,000,000 Each Occurrence**	Contractor must have their policy cover information security and privacy liability, privacy

Required Limits	Additional Requirements
$1,000,000 Annual Aggregate	notification costs, regulatory defense and penalties, and website media content liability.

8. Non-Waiver. This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

SCHEDULE D – SERVICE LEVEL AGREEMENT

1. 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 2.1.**

"**Availability Requirement**" has the meaning set forth in **Section 2.1.**

"**Available**" has the meaning set forth in **Section 2.1.**

"**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 3.9.**

"**Critical Service Error**" has the meaning set forth in **Section 3.5.**

"**Exceptions**" has the meaning set forth in **Section 2.2.**

"High Service Error" has the meaning set forth in **Section 3.5.**

"**Low Service Error**" has the meaning set forth in **Section 3.5.**

"**Medium Service Error**" has the meaning set forth in **Section 3.5.**

"**Resolve**" has the meaning set forth in **Section 3.6.**

"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 2.3.**

"**Scheduled Uptime**" means the total minutes in the Service Period.

"**Service Availability Credits**" has the meaning set forth in **Section 2.6(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 3.8.**

"**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 2.1.**

"**Software Support Services**" has the meaning set forth in **Section 3.**

"**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 a.m. to 5 p.m. ET Monday-Friday excluding State Holidays.

"**Support Request**" has the meaning set forth in **Section 3.5.**

"**Support Service Level Requirements**" has the meaning set forth in **Section 3.4.**

2. Service Availability and Service Availably 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 99.98% 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: (Actual Uptime – Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception) x 100 = 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 2.3.**

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, 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
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 2.6** will be applied in accordance with payment terms of the Contract.

(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 3.** 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 a.m. to 5 p.m. ET Monday-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 3.**

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 3.5 and 3.6**, 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 3** ("**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	**Description:** **Any Service Error Comprising or Causing any of the Following Events or Effects**
Critical Service Error	Issue affecting entire system or single critical production function; System down or operating in materially degraded state; Data integrity at risk; Declared a Critical Support Request by the State; or Widespread access interruptions.
High Service Error	Primary component failure that materially impairs its performance; or Data entry or access is materially impaired on a limited basis.
Medium Service Error	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.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Low Service Error	Request for assistance, information, or services that are routine in nature.

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:

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) hour	Three (3) 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 not responded to within the required response time.	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 the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each

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)
				additional one-hour increment.
High Service Error	One (1) hour	Four (4) 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 the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

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 3.1** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract.

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 format specified by the State**.**

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.

4.4 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 8 hours, 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 4;** 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 D – ATTACHMENT 1 – CONTACT LIST

Panther Team Contact List			
Team Member	**Role**	**Phone**	**Email**
Scott Entin	Administration	727-556-0990 x1007	scott@pantherinternational.com
Becky Mainardi	Primary Contact	727-556-0990 x1008	becky@pantherinternational.com
Cheryl Thole	Client Manager	727-556-0990 x1015	cthole@pantherinternational.com
Caleb Weeks	Client Support	727-556-0990 x1031	cweeks@pantherinternational.com
John Kwon	Technology Lead	Contact Becky Mainardi	jkwon@pantherinternational.com
Hisham Shamas	Development Lead	Contact Becky Mainardi	hshamas@pantherinternational.com

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 Personnel 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/policies/it-policies.

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 Standard. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Standard, see https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Law-and-Policies/IT-Policy/13400013002-Acceptable-Use-of-Information-Technology-Standard.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Standard before accessing State systems or Data. 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 for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause.

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 Software and State Data is securely stored, hosted, supported, administered, accessed, 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 (https://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 Throughout the Term, Contractor must not provide Hardware or Services from the list of excluded parties in the System for Award Management (SAM) for entities excluded from receiving federal government awards for "covered telecommunications equipment or services.

5.6 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);

5.7 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;

5.8 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;

5.9 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;

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

5.11 Contractor must permanently sanitize or destroy the State's information, including State Data, from all media both digital and nondigital including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. Contractor must sanitize information system media, both digital and non-digital, prior to disposal, release out of its control, or release for reuse as specified above.

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 and required evidence 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, perform related remediation activities, and provide evidence of compliance. 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 must 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, include penetration and security tests, 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 and 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 either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State with a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) 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 with a vulnerability assessment 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 with a vulnerability assessment 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.

SCHEDULE G – TRANSITION IN/OUT PLAN

Phase I: Implementation & Configuration
Contractor's implementation target date (without customization or integration) is to "Go Live" about 90 days minimum. It should be noted that any delays in the discovery process or any added customization can delay the desired implementation date significantly.

Contractor will reach out with two simultaneous requests for information. The first request is a ***Process/Workflow Request***. A ***BlackCat Project Manager*** (BPM) is assigned to the client and will provide a list of process and procedure requests intended to confirm that the workflows of the client align with the system. The BPM will provide specific guidance and provide any needed assistance.

The second request is a ***Forms/Document Request***. Contractor will provide a list of forms and document (i.e., Applications, Contracts, Invoices, etc.) requests to set-up and configure the system. The BPM will provide specific guidance for these requests and will provide any needed assistance collecting this information.

Once the process and documentation requests go out, the BPM will work with the State's Project Manager to establish a date for a ***Kick Off Meeting(s)***. The initial kick-off meetings are typically held onsite at the client's location and may take anywhere between 1-3 days to review the process and forms. Each visit is customized to each client's need and circumstance. Due to the current conditions resulting from COVID-19, kick-off meetings can be held virtually as needed.

Once the initial documentation is received and the workflows are validated, a ***Data Collection Request*** will be provided. Contractor will provide specific data requirements and formatted documents for the data requested. This data is used to confirm the system configuration and to populate key initial data such as users, organizations, programs, grant balances, picklists, etc.

As this data is received and validated, ***System Configuration*** will begin. The BPM, guided by the documentation provided, will work to configure the Beta environment (each client will access a BETA environment for testing and training). Once the system is configured and the initial data provided has been loaded into the system, ***Testing*** can begin. The BPM will work with the CPM to identify client administrators and state users that will be trained on how to use and test the system in preparation for taking the system live. If any issues are identified by the test group, the BPM will document and process those issues quickly so that the system can be updated and retested.

Upon the ***Acceptance of the Beta environment*** by the CPM, the Production environment will be launched according to a pre-determined schedule. Upon production launch, all client staff identified by the client project manager will be provided initial system access, with end users and other stakeholder access provided as required and

based on the training plan and schedule.

The ***Training and Guidance Documentation*** for both client administrators and users is critical to the successful implementation and use of the application. To ensure that client administrators and users are trained properly, Contractor will work with the CPM to create a reasonable and timely training plan and schedule. The schedule can consist of both in-person and web-based training. The training sessions will focus primarily on the client and recipient business requirements at the time of the Production environment launch. Follow up sessions will be established based on need and/or the timing of critical activity periods. Training materials will be developed and provided as training occurs.

Phase II: Customization & Integration
Often after the initial "Go Live" date, a second phase of implementation can occur if any ***Pre-Arranged Customization or Integrations*** have been established. These tasks require clear identification of the need for change, an evaluation of the changes against the core product configuration, design, development, and quality assurance testing before installation and use in the Production environment. Required Phase II implementation will follow the same system configuration, testing, training and rollout as listed in Phase I.

Continuous Use Activities
The State will be assigned a specific Project Manager (BPM). The assigned BPM will provide a number of vital services including:

During the initial implementation period, the BPM will establish a regular ***Status Conference Call*** with client staff as needed, usually on a weekly or bi-weekly basis. These meetings are used to exchange information about progress, identify ideas or concerns, inform of coming updates or fixes, and other critical topics as they arise. Once the system is live, the meetings usually evolve into a monthly status meeting that continues as long as needed.

Once initial testing and implementation have occurred, ***Additional Client Training*** can occur whenever needed. The training strategy is different for every client, so a tailored training strategy is developed to meet the timing and requirements for each user group associated with an implementation. The BPM will work with the Client Project Manager (CPM) to develop initial training to perform testing, as well as subsequent training to educate new state users, refresh state users, or instruct users on new components or features as those elements come online. Training is not limited and is provided when reasonably needed either in person or through virtual methods.

End User Training is needed to ensure that each end user is able to perform the required tasks. Training is tailored to specific groups to make sure that the training is timely and successful. The BPM will coordinate with the CPM to schedule training at times preceding certain activities (i.e., submitting applications, etc.) and to determine whether live training or a webinar is the best method of delivery.

End User Support is provided as needed in several methods. The BPM will address support issues with the end users during training and as needed after implementation. Assisting BPMs provide support as well. The BPMs will establish notification methods of new updates or services to the end users as needed. Predominately, end-user support is managed by the ***BlackCat Support Center***.

The ***BlackCat Support Center*** provides phone, email, and remote access support to the end users while the Contractor's client managers provide unlimited onsite and remote training for the state agencies, as well as training manuals, videos, and training seminars. This level of support is particularly important for the end users needing assistance. By providing this level of support, the State staff can remain focused on their specific jobs.

Report Development

Reports and data retrieval is one of the most important activities the State will require because data analysis and forecasting is critical to all grantmaking processes. The BPM will work to collect any critical existing reports or data requirements from County staff members during the initial kick-off and discovery phase, and then will review them to determine which reports can be produced at each stage of delivery. Some reports can be developed and tested during the Beta development phase based on established, existing data structures. Other reporting requires data elements to be established and set before reporting can be addressed. Data querying, and potentially integrated Business Intelligence capabilities can be made available to allow for ad hoc and more robust reporting to occur on collected data.

The BPM will train each user group how to access and generate reports, how to use reporting requirements tools, ad hoc query methods and Business Intelligence tools as implemented. Additional custom reports can be identified and developed as needed at any time. County staff should notify the BPM of the need and the BPM will work to capture requirements, design the report, and ensure delivery.

Integration and Interfaces

Integration services will be provided to interface with other systems as needed. A variety of methods, approaches, and technologies will be used to ensure the accurate and efficient passing of data between the ***BlackCat*** systems and each external system. Contractor has typically employed a secured REST API method of data exchange with other large systems. Many interface portals are now standard with established methods of data exchange. Contractor hosts an ADFS (Active Directory Federation Services) server to use for authentication against other ADFS servers or Azure directories as the most common method to interface with active directories or potentially BI tools. Contractor will work with the State's technical team to identify the data to be exchanged, as well as the methods and timelines required to successfully set-up the needed interface. Integration and customization projects are scoped and costed separately to ensure price fairness.