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 **58**
to
Contract Number **MA071B3200042C**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon Suite 120
	San Ramon CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	Various
Contract Administrator	Sarah Platte	DTMB
	5172192406	
	PlatteS3@michigan.gov	

CONTRACT SUMMARY			
Construction Code Software			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	10 - 12 Months	December 26, 2025
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
☒	12 Months	☐		December 26, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$38,379,701.79	$1,742,168.10	$40,121,869.89		

DESCRIPTION

Effective 4/18/2025, the State hereby increases this Contract by $1,742,168.10 to provide Accela Civic Platform licensing renewal and annual maintenance costs for the ERD (Enhanced Reporting Database) for LARA for the period of 4/30/2025- 4/29/2026. Please note, LARA has increased its license total from 803 to 806.

All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement Services, and State Administrative Board approval on 7/30/2019.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Jim Coggin	517-243-5265	CogginJ@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
LARA	Cole Thelen	517-388-8350	ThelenC10@michigan.gov
LARA	Jacob Remenecz	517-275-1567	RemeneczJ@michigan.gov
DTMB	Jes Golka	517-899-7256	GolkaJ@michigan.gov

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-35799
Valid Through: 4/29/2025
Currency: USD

Quote

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Giget Schlyer
Billing Phone: 5175828330
Billing Email: schlyerg@michigan.gov

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 1	4/30/2025	4/29/2026	12	$1,965.00	803	$1,577,894.18
Enhanced Reporting Database (ERD)	Year 1	4/30/2025	4/29/2026	12	$158,378.92	1	$158,378.92
Accela Civic Platform - Subscription User (additional purchase)	Year 1	4/30/2025	4/29/2026	12	$1,965.00	3	$5,895.00
						TOTAL:	$1,742,168.10

Pricing Summary

Period	Net Total
Year 1	$ 1,742,168.10
Total	**$ 1,742,168.10**

If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above for the additional purchase, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

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 **57**
to
Contract Number **MA071B3200042C**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon Suite 120
	San Ramon CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager		Various	Various
Contract Administrator		Sarah Platte	

CONTRACT SUMMARY					
Construction Code Software					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE	
December 27, 2012	December 26, 2017	10 - 12 Months		December 26, 2025	
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
☒	12 Months	☐		June 30, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$38,325,064.50	$54,637.29	$38,379,701.79		

DESCRIPTION

Effective 12/5/2024, the State adds $54,637.29 in funding to the Contract to cover the cost of extending MDARD's usage of the Licensing and Permitting System for 6 additional months. The term date of the option period is 12/26/2024-06/30/2025.

All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement Services, and State Administrative Board approval on 7/30/2019.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
DTMB	Jim Coggin	517-243-5265	CogginJ@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov
LARA	Cole Thelen		ThelenC10@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **56**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	10 - 1 Year	December 26, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1 year	☐		December 26, 2025

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$36,638,297.15	$1,686,767.35	$38,325,064.50

DESCRIPTION

Effective 3/22/2024, this Contract is hereby increased by $1,686,767.35 to provide Accela Civic Platform licensing renewal and annual maintenance costs for the ERD (Enhanced Reporting Database) for LARA for the period of 4/30/2024- 4/29/2025. Please note, LARA has increased its license total from 746 to 803.

Additionally, the third of five option years available on this Contract is hereby exercised. The revised Contract expiration date is 12/26/2025.

Funding approved on 7/30/2019 AD Board (CN 37)

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Jim Coggin	517-243-5265	CogginJ@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-32806
Valid Through: 4/29/2024
Currency: USD

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Quote

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Giget Schlyer
Billing Phone: 5175828330
Billing Email: schlyerg@michigan.gov

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Group1

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 1	4/30/2024	4/29/2025	12	$1,909.62	746	$1,424,576.52
Enhanced Reporting Database (ERD)	Year 1	4/30/2024	4/29/2025	12	$153,342.49	1	$153,342.49
						Group1 TOTAL:	$1,577,919.01

Group2 - Additional Purchase *

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User (adding addtl. users)	Year 1	4/30/2024	4/29/2025	12	$1,909.62	57	$108,848.34
						Group2 TOTAL:	$108,848.34

* If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above for the additional purchase, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

Pricing Summary

Period	Net Total
Year 1	$ 1,686,767.35
Total	**$ 1,686,767.35**

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

CONTRACT CHANGE NOTICE

Change Notice Number **55**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	10 - 1 Year	December 26, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$36,535,034.45	$103,262.70	$36,638,297.15

DESCRIPTION

Effective 11/28/2023, this Contract is hereby increased by $103,262.70 and the following amendment is incorporated for MDARD's License and Case Management renewal for the period of 12/26/2023-12/25/2024.

Funding approved on 7/30/2019 AD Board (CN 37) .

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Jim Coggin	517-243-5265	CogginJ@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-30465
Valid Through: 12/26/2023
Currency: USD

Quote

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Giget Schlyer
Billing Phone: 5175828330
Billing Email: schlyerg@michigan.gov

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Licensing and Case Management Department Site License	Year 1	12/26/2023	12/25/2024	12	$34,420.90	1	$34,420.90
Accela Licensing and Case Management Department Site License Managed Service Fees	Year 1	12/26/2023	12/25/2024	12	$68,841.80	1	$68,841.80
						TOTAL:	$103,262.70

Pricing Summary

Period	Net Total
Year 1	$ 103,262.70
Total	**$ 103,262.70**

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

CONTRACT CHANGE NOTICE

Change Notice Number **54**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	10 - 1 Year	December 26, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒		☐		December 26, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$35,013,642.05	$1,521,392.40	$36,535,034.45

DESCRIPTION

Effective April 24, 2023, this Contract hearby increased by $1,521,392.40 and the following amendment has been incorporated into the Contract to:

-Provide licensing renewal for LARA's Accela platform and the State’s 746 users through 4/29/2024, totaling $1,383,084.00 in accordance with Change Notice 40. Please note, the State has increased its license total from 713 to 746.

-Provide annual maintenance for LARA's Enhanced Reporting Database for the period of 4/30/2023- 4/29/2024, totaling $138,308.40.

Additionally, the second of five available option years is executed and the new Contract expiration date is 12/26/2024.

Funding approved on 7/30/2019 AD Board (CN 37)

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	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-29947
Valid Through: 4/29/2023
Currency: USD

Renewal Order Form

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Giget Schlyer
Billing Phone: 5175828330
Billing Email: schlyerg@michigan.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 1	4/30/2023	4/29/2024	12	$1,854.00	746	$1,383,084.00
Enhanced Reporting Database (ERD)	Year 1	4/30/2023	4/29/2024	12	$138,308.40	1	$138,308.40
						TOTAL:	$1,521,392.40

Pricing Summary

Period	Net Total
Year 1	$ 1,521,392.40
Total	**$ 1,521,392.40**

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **53**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	MULTI
Contract Administrator	Shannon Romein	DTMB
	(517) 898-8102	
	romeins@michigan.gov	

CONTRACT SUMMARY					
CONSTRUCTION CODE SOFTWARE					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE	
December 27, 2012	December 26, 2017	10 - 1 Year		December 26, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME			
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other		☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS					

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$34,971,360.17	$42,281.88	$35,013,642.05		

DESCRIPTION

Effective 1/27/2023, this Contract is hereby increased by $42,281.88 and the following amendment is incorporated to provide Licensing and Regulatory Affairs (LARA) with an Enhanced Reporting Database.

Funding approved on 7/30/2019 AD Board (CN 37) .

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

Accela

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Andrew MacInnis
Contact Phone:
Contact Email: amacinnis@accela.com
Quote ID: Q-28408
Valid Through: 1/31/2023
Currency: USD

Order Form

Address Information

Bill To:

State of Michigan Department of Licensing and Regulatory Affairs/ LARA ("Customer")
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Giget Schlyer
Billing Phone: 5175828330
Billing Email: schlyerg@michigan.gov

Ship To:

State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD) (subject to below ERD Policy)	Year 1	1/1/2023	4/29/2023	4	$128,340.00	1	$42,281.88
						TOTAL:	$42,281.88

Pricing Summary

Period	Net Total
Year 1	$ 42,281.88
Total	**$ 42,281.88**

Additional Terms:

1. These Additional Terms take precedence over the ERD Policy.
2. Accela will notify Customer prior to any material modification of the ERD SLA terms, endeavoring to do so 30 days prior.
3. Notwithstanding anything set forth within the ERD SLA terms, at Customer's own sole risk and liability, without any responsibility or liability for Accela, Customer will not be under any obligation to allow Accela to access Customer's system remotely and any such grant of access will be at Customer's sole discretion; however, such withholding of access could prevent Accela from providing contracted products and services to Customer and Customer will still be obligated to pay for such products and services.

ERD Policy:

This Accela Enhanced Reporting Database policy is an agreement between you ("You" or "Your") and Accela, Inc. ("Accela"). The Accela Enhanced Reporting Database ("Reporting Database") license subscription gives You direct access to a database that is a replicated copy of the Accela Automation Tenant Transaction Database ("Transaction Database"). In addition to the terms and conditions of the applicable Master Agreement, Your use of the Reporting Database is governed by the terms and conditions as set forth below. Accela reserves the right to revoke Your license should You fail to comply with these rules.

1. Reporting Database is SQL Server-based and will contain exact copy of data from the Transaction Database.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between the Reporting Database and the Transaction database instances. Accela estimates the databases will be synced within seconds, however, in some circumstances this may take several minutes.
3. The Reporting database may only be accessed by authentication credentials provided to You by Accela from an IP address that is on Your allow list. If You attempt to Access the Reporting Database from an IP addresses not on Your allow list, Your access will be denied. IP addresses can be added to or removed from Your allow list by contacting Accela support.
4. The Reporting Database is read only and does not support updates, data synchronization or mirroring capabilities.
5. The Reporting Database is only supported in Accela's SaaS solution hosted in Accela's Azure environment.
6. Reporting database will be supported per Accela's standard SaaS Service Level Agreement ("SLA") below in Exhibit A. Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela's SaaS environment even if they are interfacing with the Reporting Database.
7. You agree to work in good faith with Accela to mitigate any performance issues that might arise from overuse or abuse of the Reporting Database.
8. Accela reserves the right to interrupt any session that is running against the Reporting Database if, in Accela's sole discretion, the session is deemed to impact the availability or stability of the system as a result of long remote queue length or replication latency to the Reporting Database.

Exhibit A

Accela, Inc.
Standard SaaS Support Services Policy
Dated: June 3, 2022

This Accela Standard SaaS Support Services Policy ("Support Policy") governs the terms under which Accela provides Support Services and is subject to the SaaS services agreement ("Agreement") entered into between Accela and the recipient of such services ("Customer"). This Support Policy may be updated from time to time by Accela in its sole discretion.

General Requirements and Hours of Operation

- **a.** **Ticketing Support**: Accela will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

- **b.** **Telephone Support**: Accela's Customer Support Department, a live technical support facility, will be available to Customer from 4:00 A.M. until 6:00 P.M. Pacific Standard Time Monday through Friday, excluding Accela's observed holidays.

- **c.** **Online Support Material**: Available twenty-four (24) hours, seven (7) days a week, Accela will make available to Customer certain archived Software updates and other technical information in Accela's online support databases.

(1) **Customer Contacts**: "Customer Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) Customer Contacts and agree to let Accela know if they change.

Your Customer Contacts will be responsible for:
Overseeing your support case activity, developing and deploying troubleshooting processes within your organization.

Customer represents and warrants that Customer Contacts:
Have completed the Administrator Training offered as part of Accela's implementation and adoption programs. Are uniquely knowledgeable about the Customer's configured solution in order to assist Accela in analyzing and resolving technical issues. Have a good understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist Accela in diagnosing and triaging the problem.

(2) Submitting a Case

Customer Contacts may submit cases via:

a. the online support portal by logging into the Accela Success Community at https://success.accela.com and selecting Get Support > Submit a case or

b. a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, Customer must call Customer Support)*

(3) Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Accela's discretion. Accela is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, Accela will schedule Updates during non-business hours and will provide Customers with advance notice of all Updates.

(4) Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

(5) Customer Cooperation

Accela must be able to reproduce errors in order to resolve them. Customer shall cooperate and work closely with Accela to reproduce errors, including, without limitation, conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Accela, or providing information as reasonably requested and appropriate. Also, Accela may access Customer Contacts account and/or an admin account and/or Customer's personnel may be asked to provide remote access to their internal system for, without limitation, conducting diagnostic or troubleshooting activities, or implementation of fixes or updates previously provided by Accela.

(6) Third Party Product Support

If any third-party software is supplied by Accela, notwithstanding anything to the contrary, Accela disclaims all support obligations for such third-party software, unless expressly specified by Accela in Customer's Agreement.

(7) Exclusions

The following Support Exclusions are not covered by this Support Policy:

a. Support required due to Customer's or any End User's or third party's misuse of the Services;
b. Support during times outside of Accela's regular business hours stated above;
c. Support necessitated by external factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;
d. Support of or caused by customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User;
e. Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within Accela's direct control);
f. Support to resolve or work-around conditions which cannot be reproduced in Accela's support environment and
g. Support of any software add-ons supplied together with the Service (except where specified in Customer's Agreement).

Any support services falling within these Support Exclusions may be provided by Accela at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Accela.

(8) Error Classification

Functional Definitions: Any major system functions required for delivery of Service to Customer, with Service defined as fulfillment of the Customer's business functions, as designed, by the SaaS product.

Severity	Definition
Level 1	Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted).
Level 2	Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around).
Level 3	Supported Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Level 4	Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect).

(9) <u>Target Initial Response Time</u>

Accela will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below:

Target Initial Response Time by Case Severity	
Severity Level	Target Initial Response Time
1	1 day[a]
2	3 days[a]
3	5 days[a]
4	7 days[a]

[a] Initial response times are including M-F, 4 am to 6 pm PT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity Level 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

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

CONTRACT CHANGE NOTICE

Change Notice Number **52**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	10 - 1 Year	December 26, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$34,942,625.92	$28,734.25	$34,971,360.17

DESCRIPTION

Effective 12/19/2022, this Contract is hereby increased by $28,734.25 and the following amendment is incorporated to provide Licensing and Regulatory Affairs (LARA) with 40 additional Accela user licenses for the Cannabis Regulatory Agency.

Funding approved on 7/30/2019 AD Board (CN 37) .

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Andrew MacInnis
Contact Phone:
Contact Email: amacinnis@accela.com
Quote ID: Q-28730
Valid Through: 12/29/2022
Currency: USD

Order Form

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Giget Schlyer
Billing Phone: 5175828330
Billing Email: schlyerg@michigan.gov

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 1	12/6/2022	4/29/2023	5	$1,800.00	40	$28,734.25
						TOTAL:	$28,734.25

Pricing Summary

Period	Net Total
Year 1	$ 28,734.25
Total	**$ 28,734.25**

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **51**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	10 - 1 Year	December 26, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1 year	☐		December 26, 2023

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$34,842,370.87	$100,255.05	$34,942,625.92

DESCRIPTION

Effective 11/17/2022, this Contract is hereby increased by $100,255.05 and the following amendment is incorporated for MDARD's License and Case Management renewal. The following licenses: Accela Citizen Access Department Site License and Accela Mobile Office Department Site License will not be renewed and will no longer be supported for MDARD.

Additionally, the first of five option years available on this Contract is hereby exercised. The revised Contract expiration date is 12/26/2023.

Funding approved on 7/30/2019 AD Board (CN 37) .

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-28513
Valid Through: 12/25/2022
Currency: USD

Quote

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Giget Stanton
Billing Phone: 517-582-8330
Billing Email: stantong1@michigan.gov

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Licensing and Case Management Department Site License	Year 1	12/26/2022	12/25/2023	12	$33,418.35	1	$33,418.35
Accela Licensing and Case Management Department Site License Managed Service Fees	Year 1	12/26/2022	12/25/2023	12	$66,836.70	1	$66,836.70
						TOTAL:	$100,255.05

Pricing Summary

Period	Net Total
Year 1	$ 100,255.05
Total	**$ 100,255.05**

ACCELA NON-RENEWAL FORM

Accela
Better government through civic engagement

Customer Name	State of Michigan, Department of Technology, Management and Budget on behalf of the **Michigan Department of Agriculture and Rural Development**
Date of Non-renewal	12/26/2022
Agreement(s) - Name and Date	Contract 071B3200042
Services/License(s)/**Maintenance**/ Etc. **not renewed** (please be specific and include period to not renew)	Accela Citizen Access Department Site License
	Accela Mobile Office Department Site License

Credit Request (if applicable)

Reason for Credit Request		
Amount of Credit Requested (USD)$ and Invoice Numbers		
Period to credit, if applicable (all credits will be applied toward future invoices)	Start Date	
	End Date	

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **50**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	DTMB
Contract Administrator	Shannon Romein	DTMB
	(517) 898-8102	
	romeins@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	10 - 1 Year	December 26, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$34,835,620.87	$6,750.00	$34,842,370.87

DESCRIPTION

Effective 7/15/2022, this Contract is hereby increased by $6,750 and the following amendment is incorporated to provide LARA with data services assistance in the Accela environment. This item is tied to the maintenance enhancement DTMB is doing to move the Ski/Amusement processing from L2K into the Accela environment.

Funding approved on 7/30/2019 AD Board (CN 37) .

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

INTRODUCTION

OVERVIEW

This Statement of Work ("SOW") dated 5/18/2022 sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) ("Base Contract") provides the Accela Automation suite of software products. In the event of a conflict between this SOW and the Base Contract, the terms of this SOW shall prevail as to pricing, delivery dates, and description of the applicable Services but will not prevail over, modify, or terminate any surviving provision of the Base Contract.

This statement of work represents a Time and Materials based engagement.

SCOPE OF SERVICES

Accela will provide Services to the Agency in support of data conversion activities.

The Agency will have 30 hours of Accela Services to provide support for data conversion activities over a 6-month period. Agency reserves the right to adjust the number of hours used each month as needed.

WORK DESCRIPTION

Accela will provide Services on a time and materials bases for various Accela related tasks. No guarantees are made that specific tasks will be completed in the hours identified.

Project Management

Project management will be required for scheduling, planning, coordination and communication. Project management hours will be deducted from the total hours contracted. Agency will not be billed for hours used by Cloud Ops to Load Data, unless scripted changes are required to fix data loads.

Accela will provide Services for the following tasks. Tasks may include but are not limited to the following:

- Coordinating Data Conversion Activities with Cloud Ops

OUT OF SCOPE

- Data conversion…
- Integration…
- Coding not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary tools, accounts, and permissions that will enable Accela to access the Agency's internal network for remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a timely fashion will result in a project delay. Such a delay will result in a Change Order.

- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

PROJECT TIMELINE

The project is estimated to take 6-months. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

Accela will not (i) exceed the total estimate amount without the prior approval of Customer and/or (ii) continue to provide Services, after the total estimate has been reached, without the prior authorization of Customer. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to complete the Project, a Change Order may be required prior to project continuation.

Any estimated hours remaining on the Project when Accela has completed the scope or this project will not be used for other work without a Change Order delineating the scope.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

PAYMENT TERMS

PAYMENT SCHEDULE

- Invoices will be sent for hours worked monthly.
- Invoices are due net 30 of the invoice date.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The project is expected to take 30 hours. The Hourly Rate is $225 per hour. The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is $6,750 This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

CHANGE ORDERS

In order to make a change to the scope of the Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Services Change Order. Accela will continue performing the Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is $250 per hour.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Base Contract within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Base Contract. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the Base Contract between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon deliverables.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **49**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	DTMB
Contract Administrator	Shannon Romein	DTMB
	(517) 898-8102	
	romeins@michigan.gov	

CONTRACT SUMMARY					
CONSTRUCTION CODE SOFTWARE					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE	
December 27, 2012	December 26, 2017	2 - 1 Year		December 26, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME			
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other		☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS					

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$34,832,420.87	$3,200.00	$34,835,620.87		

DESCRIPTION

Effective 5/26/2022, this Contract is hereby increased by $3,200 and the following amendment is incorporated to provide AccelaU Training credits for LARA.

Funding approved on 7/30/2019 AD Board (CN 37) .

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Andrew MacInnis
Contact Phone:
Contact Email: amacinnis@accela.com
Quote ID: Q-26846
Valid Through: 5/23/2022
Currency: USD

Order Form

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Giget Stanton
Billing Phone: 517-582-8330
Billing Email: stantong1@michigan.gov

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Training Unit - Training: Nick Bradford (May 24th – 27th)		5/24/2022		12	$400.00	3	$1,200.00
Training Unit - Training: Nick Bradford (June 28th – 29th)		5/24/2022		12	$400.00	1	$400.00
Training Unit - Training: Lindsay Goolsby (May 24th - 27th)		5/24/2022		12	$400.00	3	$1,200.00
Training Unit - Training: Lindsay Goolsby (June 28th - 29th)		5/24/2022		12	$400.00	1	$400.00
						TOTAL:	$3,200.00

Pricing Summary

Period	Net Total
Year 1	$ 3,200.00
Total	**$ 3,200.00**

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **48**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	DTMB
	Contract Administrator	Shannon Romein	DTMB
		(517) 898-8102	
		romeins@michigan.gov	

CONTRACT SUMMARY				
CONSTRUCTION CODE SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year		December 26, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS				

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$33,532,388.87	$1,300,032.00	$34,832,420.87		

DESCRIPTION

Effective 4/25/2022, this Contract hearby increased by $1,300,032.00 to:

-Provide licensing renewal for the Accela platform and the State’s 713 users through 4/29/2023, totaling $1,283,400.00 in accordance with Change Notice 40. Please note, the State has increased its license total from 650 to 713.

-Provide 28 license renewals for the plan review markup tool, ePlanCheck for the period of 12/27/2021- 6/26/2022, totaling $16,632.00 in accordance with Change Notice 43 for LARA.

Funding approved on 7/30/2019 AD Board (CN 37)

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **47**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	DTMB
Contract Administrator	Shannon Romein	DTMB
	(517) 898-8102	
	romeins@michigan.gov	

CONTRACT SUMMARY					
CONSTRUCTION CODE SOFTWARE					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE		
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2022		
PAYMENT TERMS		DELIVERY TIMEFRAME			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING		
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No	
MINIMUM DELIVERY REQUIREMENTS					

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$33,496,388.87	$36,000.00	$33,532,388.87		

DESCRIPTION

Effective 4/1/2022, this Contract is hereby increased by $36,000.00 provide licensing renewals for MSP in accordance with Change Notice 40.

Please note, the State's Contract Administrator has been changed to Shannon Romein.

Funding approved on 7/30/2019 AD Board (CN 37)

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **46**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	DTMB
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$33,467,299.14	$29,089.73	$33,496,388.87

DESCRIPTION

Effective 2/14/2022, this Contract is hereby increased by $29,089.73 provide licensing renewals for LARA CSCL for the period of 1/4/22 - 4/29/22.

Funding approved on 7/30/2019 AD Board (CN 37)

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

Accela

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: John Yezza
Contact Phone: (630) 418-7282
Contact Email: jyezza@accela.com
Quote ID: Q-25443
Valid Through: 1/19/2022
Currency: USD

Order Form

Address Information

Bill To:

State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Tim Gajda
Billing Phone: 517-242-7941
Billing Email: gajdat@michigan.gov

Ship To:

State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 1	1/14/2022	4/29/2022	3	$1,800.00	55	$29,089.73
						TOTAL:	$29,089.73

Pricing Summary

Period	Net Total
Year 1	$ 29,089.73
Total	**$ 29,089.73**

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **45**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	DTMB
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$33,299,743.87	$167,555.27	$33,467,299.14

DESCRIPTION

Effective 10/25/2021, this Contract is hereby increased by $167,555.27 to fund MDARD’s maintenance and Support and Managed Service Fees Renewals for Base Year 3 in accordance with Change Notice 40.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Stuart Willard	517-284-5300	WillardS@michigan.gov
LARA	Tim Gajda	517-335-6488	GajdaT@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov
MSP	Jessica Kines	517-284-8218	KinesJ@michigan.gov
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **44**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	MULTI
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ 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		
$33,294,543.87	$5,200.00	$33,299,743.87		

DESCRIPTION

Effective 5/21/2021, the following amendments are hereby incorporated and $5,200.00 is added to the Contract to:

-Add Accela U training credits ($5,200).

-Descope Qualified Interpreters Profession Development and Interface Development under CN 33 and add scope for Automation and Project Enhancement Development. The descope and additions create a $0 offset.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

Order Form

2633 Camino Ramon,
Suite 500 San Ramon, CA 94583

Proposed by: Garrick Greenhalgh
Contact Phone: 801-750-6654
Contact Email: ggreenhalgh@accela.com

ORDER FORM

Bill To:

State of Michigan, Department of Licensing and Regulatory Affairs

Billing Contact:

Tim Gajda
gajdat@michigan.gov
517-242-7941

SERVICES

Services	Unit Price	Quantity	Total Price
Accela Ad Hoc Reporting	$200/pp	5	$1,000
Accela Citizens Access (ACA) Systems Administrator	$400/pp	2	$800
EMSE Scripting Level 1	$400/pp	4	$1,600
Crystal Reports	$600/pp	3	$1,800

Total: $5,200

A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. $0 Change Order to descope Qualified Interpreters Profession Development and Interface Development and adds scope for Automation and Project Enhancement Development. See attachment A: Scope Worksheet for enhancement scope details.

2. Descope Items:
    - Qualified Interpreters Refine Stage
    - Qualified Interpreters Develop Stage
    - Interface Spec 4-8 Development
    - Interface 4-8 Development
    - Interface Updates

3. Add Scope Items:
    - Automation 71 – 48 Development
    - Defined Project Enhancements (56)
    - Additional Activities (TBD)

4. Deliverables:

Deliverable	DeScope/Add Scope	Amount
M28 – Refine Stage Compete QI	DeScope	$100,000
M29 – Development Stage Complete QI	DeScope	$100,000
M46 – Interface spec 4-8	DeScope	$40,000
M48 – Interface 4-8	DeScope	$40,000
M49 – Interface Updates	DeScope	$35,000
M61 – Enhancements 1-30	Add Scope	$150,000
M62 – Enhancements 31-57	Add Scope	$145,050
M63 – Additional Activities	Add Scope	$19,950

Total Project Schedule Impact: None
Total Project Resource Impact: None
Total Project Cost Impact: None

B. BILLING TERMS:

See Contract.

C. EXPIRATION:

This Change Order Expires with the completion of the associated parent project CN#33.

Attachment A - Change Order Worksheet

BPL – MiLARA QI/Enhancements/Automations/Integrations Change Order Worksheet

List of Agreed Upon Requested Enhancement Tickets:

Summary	**Issue key**
Appraisers National Registry Export File	MIPLUSIV-2009
AMC National Registry Export File	MIPLUSIV-1965
License Last Renewal Date Update to LP	MIPLUSIV-1964
RN and LPN Print Sets	MIPLUSIV-1963
Update the RE salesperson exam approval process	MIPLUSIV-1962
Update the Pharmacy Facility Change in Ownership to make it a dumb to smart record in back office	MIPLUSIV-1961
Pharmacy Closing	MIPLUSIV-1960
PIC Change For Pharmacist (Removal Request)	MIPLUSIV-1959
Reconciliation Tool Updates	MIPLUSIV-1958
Check for Existing Application In Process when Applying	MIPLUSIV-1952
Ed Limited Renewal Process Table Update	MIPLUSIII-10724
NOID/Denied Workflow Expansion	MIPLUSIII-10615
PGL - NABP workflow Default to Eligible for Exam Status	MBPI-5546
MWBC Notification Send Via Notification Generator - Needs to send separate letters to individual operators	MBPI-5588
MWBC Business Letters	MBPI-5603
Post Go Live - Registration Data Lost If Reference Contact Exists Enhancement	MIPLUSIII-10680
PGL - Application, Renewal, Relicensure, Reinstatement Expiration Date Initial Setting	MIPLUSIII-10576
PGL - MWBC Info Not Generating on EMC Licenses	MIPLUSIII-10722
Enhancement - Auto Populate County Field for SPV	MIPLUSIII-10565
PGL - Notification Template Clean Up	MBPI-5625
Add WFTS to Health Reinstatement Reclass Record and Create new Saved Search	MBPI-5653
Transaction Contact Address History Table Batch	MIPLUSIII-10721
Transaction Contact Address History Table (Mailing)	MIPLUSIII-10719
Transaction Contact Address History Table (Physical)	MIPLUSIII-10720
PGL - Occ Violation / Investigation Closing Letter Updates	MBPI-5508
Barber Student Renewal	MBPI-5630
CEA Record - Save printed notices under documents tab on the record	MBPI-5622

Audit Second Notice and Complete Email - Print letter save	MBPI-5626
PGL - CS Location Change	MBPI-5484
New WFTS for Enforcement Record	MBPI-5617
Business/Company Address change Modification	MIPLUSIII-10712
PGL - Contact Address Clean Up	MIPLUSIII-10585
Licensee upload capability for ordered monitoring documents	MIPLUSIII-10718
Reminders/calendar capability for compliance monitoring	MIPLUSIII-10717
Notification for temporary record deletion notification	MIPLUSIII-10716
Delegate Functionality (Hospital Paying for Staff)	MIPLUSIII-10715
Ed Limited Renewal Process	MIPLUSIII-10714
Reprint a license in the Back Office	MIPLUSIII-10710
Electronic Licenses	MIPLUSIII-10711
Real Estate Principal & Broker Individual - Salesperson Deactivation	MIPLUSIII-10709
Occupational Application, Relicensure, Reinstatement Expiration Date Adjustment	MIPLUSIII-10704
PGL - Application, Relicensure, Reinstatement, and other Record Expiration Date Batch	MIPLUSIII-10578
Print Set Cleanup	MIPLUSIII-10676
PGL - Application, Relicensure, Reinstatement, and other Record Expiration Date Setting Batch (Existing Records)	MIPLUSIII-10579
Update SQL Statement for Exports	MIPLUSIII-10594
PGL - LP Sync Reference/Transactional Script	MIPLUSIII-10582
PGL - LP Sync Reference/Transactional Batch (Existing Records)	MIPLUSIII-10584
Child Licenses should reprint automatically with Name Change Processing	MBPI-5660
Application Name Field on Complaint, CE Audit and Enforcement Records - New Scripts	MBPI-5640
PGL - Update Set Names to Match Script Names (RN & LPN)	MBPI-5507
PGL - Hide the Expiration Date for TPA/DPA on VAL	MBPI-5577
Need a "file cabinet" to house associated complaints and associated enforcement records	MBPI-5604
AMO to AA	MBPI-5578
PGL - PSI Enhancement to State	MBPI-5541
New license record statues	MBPI-5656
Ability for Pharmacy to update email and phone at renewal	MBPI-5648
Modify the CEA generator so that all CEA 'records' generated for an audit are auto-assigned to the 'Auditor' of that audit (i.e., CE Audit staff member who is launching the audit).	MBPI-5610

- **Enhancement Tickets**
  - Change Order Hours – 965 hours
- **QI Profession Build Hours**
  - Allotted Hours – 785 hours
  - Currently Spent for Requirements Sessions/Meetings – 85 hours
  - Change Order Hours – 700 hours
- **Automations**
  - 70 per SOW
  - 118 (phase 3A) + 30 (current phase 3B) = 148
  - Approximate 80 automations (15 hours per)
  - Change Order Hours = 1200 hours
- **Interfaces**
  - Up to 8 Updates – 320 hours (40 hours per)
  - Updates Complete/In Progress -280 hours
    - PSI
    - MWBC
    - NABP
    - CEPAS
    - MiSCES
    - CHAMPS
    - License Verification
  - Change Order Hours – 40 hours
  - Up to 12 Medium new – 1920 (160 hours per)
    - NPDB – High (240)
    - MDOT – (160)
  - Change Order Hours – 1520 hours

Change Order Item	Owner Credit	Hours	Value
Enhancement Tickets	Accela	965	$80,498
QI Profession Build	SOM	700	$66,334
Automations	Accela	1200	$113,716
Interfaces (combined)	SOM	1560	$147,830
Total Change Order Hours	SOM	**95 (SOM CREDIT)**	**$19,950**

Deliverables

Deliverable	DeScope/Add Scope	Amount
M28 – Refine Stage Compete QI	DeScope	$100,000
M29 – Development Stage Complete QI	DeScope	$100,000
M46 – Interface spec 4-8	DeScope	$40,000
M48 – Interface 4-8	DeScope	$40,000
M49 – Interface Updates	DeScope	$35,000
M61 – Enhancements 1-30	Add Scope	$150,000
M62 – Enhancements 31-57	Add Scope	$145,050
M63 – Additional Activities	Add Scope	$19,950

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

CONTRACT CHANGE NOTICE

Change Notice Number **43**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ 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		
$32,091,279.87	$1,203,264.00	$33,294,543.87		

DESCRIPTION

Effective 4/23/2021, the following amendments are hereby incorporated and $1,203,264.00 is added to the Contract to:

-Provide licensing for the Accela platform and the State's 650 users through 4/29/2022, totaling $1,170,000.00 ($1,133,720.93 – LARA & $36,279.07 – MIOSHA).

-Provide 28 licenses for the plan review markup tool, ePlanCheck (EPC) by ePlanSoft, for the period of 12/27/2020 -12/26/2021, totaling $33,264.00.

Please note, the State has reduced its license total from 675 to 650.

Funding approved on 7/30/2019 State Administrative Board.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-22629
Valid Through: 4/29/2021
Currency: USD

Quote

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Tim Gajda
Billing Phone: 517-242-7941
Billing Email: gajdat@michigan.gov

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 1	4/30/2021	4/29/2022	12	$1,800.00	650	$1,170,000.00
						TOTAL:	$1,170,000.00

Pricing Summary

Period	Net Total
Year 1	$ 1,170,000.00
Total	**$ 1,170,000.00**

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-21426
Currency: USD

Renewal Order Form

Address Information

Bill To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Ship To:
State of Michigan Department of Licensing and Regulatory Affairs/ LARA
DTMB - Financial Services
Accounts Payable
P.O. Box 30026
Lansing, Michigan 48909
United States

Billing Name: Tim Gajda
Billing Phone: 517-242-7941
Billing Email: gajdat@michigan.gov

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ePlanCheck Named user Subscription Renewal	Year 1	12/27/2020	12/26/2021	12	$1,188.00	28	$33,264.00
						TOTAL:	$33,264.00

Pricing Summary

Period	Net Total
Year 1	$ 33,264.00
Total	**$ 33,264.00**

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **42**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ 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
$32,091,279.87	$0.00	$32,091,279.87

DESCRIPTION

Effective 11/24/2020, the following amendment is hereby incorporated in the Contract for the development of a file and automated exchange process with NURSYS. Upon fully accepted milestones by the State, Accela will submit a completed invoice to the National Council of State Boards of Nursing (NCSBN) for payment.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Giget Stanton	517-582-8330	StantonG1@michigan.gov

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: LARA Accela –BPL MiPLUS Phase 3	
Requesting Department: LARA – Bureau of Professional Licensing	**Date:** 11/16/2020
Agency Project Manager: Chris Matthews	**Phone:** (248) 459-1015
DTMB Contract Compliance Inspector: Giget Stanton	Phone: (517) 582-3030

BACKGROUND

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies.

PROJECT OBJECTIVE

The purpose of this project is to develop a file and automated data exchange process for NURSYS, including an initial full file run and subsequent daily delta files for nursing records managed in MiPLUS. The following scope of work details the file development and automated data exchange process and the work elements involved.

SCOPE OF WORK

1. The Agency has requested the development of a file and automated exchange process with NURSYS. Accela will work with the State to develop an initial file of all nursing records to be sent to NURSYS from the MiPLUS system and subsequent daily delta files according to the provided NURSYS standard file layout version 5.5.1.

   The initial file send to NURSYS will be all nursing record held in MiPLUS. NURSYS will return the file with the NCSBN ID to be ingested into MiPLUS. Daily delta files will be exchanged between NURSYS and MiPLUS utilizing the process defined during this scope of work.

2. Work elements included in the development of the NURSYS file and exchange process include:

   - Up to 4 1-hour requirement gathering work sessions with MiPLUS staff
   - Spec Development
   - File Development
   - Automated File Exchange Process
   - Testing
   - Deployment

Accela staff will work with MiPLUS staff to review and compare the requirements for the NURSYS file and ensure that the required file elements are available for the file send and NCSBN ID ingestion.

Accela staff will develop a spec document with the elements of the file mapping and automated data exchange process. The spec document will be reviewed and agreed upon by the State prior to development of the file and data exchange automation.

Accela staff will develop the file and automated data exchange process and deploy to the SUPP and TEST environments for testing with SOM and NURSYS. Accela will send a file to NURSYS for review. NURSYS will return the file with the updated data elements for ingestion into MiPLUS. SOM staff will review and approve the data update. Both a full file run and a delta file run will be tested through the full process.

Once testing has been reviewed and approved by all parties. Accela will deploy the process to the PROD environment for daily use. An initial full file run will be sent to NURSYS and the return data ingested prior to beginning the daily delta exchange files. It is anticipated that the size of the initial data file run will require a data extraction performed by the Accela Cloud Ops team to be delivered to a specified secure location.

ASSUMPTIONS:

- All responsibilities laid out in the Base contract remain. This includes:
  - Data Conversion
  - Testing
  - Configuration and Scripting

PROJECT SCHEDULE:

1. This scope of work will be developed during the original project schedule and will be released to the Production environment when final approval is provided. A delivery schedule will be developed as an outcome of the project requirements gathering.

ACCEPTANCE:

Deploy Stage - Software Release to Production

Once the product backlog items targeted for a Release are complete, the scrum team will enter the Production Release sprints to complete release testing, code promotion to production, and final data conversion. During this project stage, final release testing (often referred to as “hardening”) is the goal of testing activities. This effort is focused on confirming that the product increments delivered in each sprint interoperate as designed and that no new regression errors were introduced. Release sprints ready the results of the completed build sprints, enabling promotion of a new set of configurations into production release, encompassing the following activities:

- Code and configuration promoted to final staging environment (TEST)
- Release hardening and regression tests
- Code promotion to production
- Final data conversion
- Production release and smoke test

During Release testing/hardening sprints, the team will perform end-to-end test for the new configurations and regression tests where applicable against previously released functionality. The Product Owner is responsible for prioritizing the team’s work on go-live critical defects in order to complete the project stage within the allocated sprint(s) (time box).

Like all of the previous testing done in the implementation approach, testers will utilize the test derived from the User Stories and Acceptance Criteria.

Conformance with the Release Definition of Done (which includes no Severity 1, 2, or 3 defects open) constitutes the acceptance criteria for a Release. Defects are deviations from the acceptance

Criteria defined for the product backlog item. During the Release Hardening Sprint, Defects will be prioritized. Out-of-scope issues will be closed or deferred to a future release or post-production support backlog.

Warranty Period (90 days)

As described in the base contract, the warranty period is 90 calendar days. During the warranty period, the Contractor shall be responsible for fixing Severity 1 - 3 defects related to the system configuration performed by Accela. This section does not apply to defects in the base Accela Civic Platform application, which are subject to the existing Service Level Agreements.

The parties agree that the State will execute a mutually agreed test plan prior to go-live. The Warranty period is not intended to extend the project's testing cycle post go-live.

Accela will resolve defects of Severity 1-3, found in the configuration performed by Accela in the first 90 days' post go-live during this period. For defects, the Contractor shall define the root cause of problems, recommend solutions and implement corrections.

Contractor Responsibilities:

- Resolve Severity 1-3 defects reported by the State within 90 calendar days following go-live per the agreed process.
- Adhere to the State's established release management procedures, seeking approval for deployment of changes from the State's designated release manager.
- Report to SOM PM on non-warranty hours worked or planned on a weekly basis.

State Responsibilities:

- Provide technical and functional user support for Post Production support and monitoring.
- Develop and maintain a Post Production Issues List.
- Reproduce issues and determine initial classification, severity, and priority. For Severity 1-3 Defects associated with Accela's assigned configuration scope, notify Accela of the new defect by logging a Support Case in Accela Community and notifying the Accela PM/Scrum Master.
- Provide timely responses to Contractor's request for information.
- Designate a Release Manager and define, maintain, and enforce Release/Configuration Management process and standards for the Release.

Acceptance Criteria:

- Severity 1-3 Defects identified within the 90-calendar day period are resolved and deployed to production.

If, during the Warranty Period, the State wishes to make its own optional changes to the configuration, then the State will be responsible for the Configuration Management activities. If it is determined that a reported Warranty issue is not a Severity 1 or 2 Defect or otherwise was caused by changes implemented by the State, Accela will be compensated for its time to diagnose the issue using Post Production (non-Warranty) Support hours. In addition, the State may request other non-Warranty support from Accela on an hourly basis. Non-Warranty support hours will be billed monthly by Accela at the $225/hour contractual rate.

PROJECT CONTROL AND REPORTS:

Accela will manage in accordance with the current project controls.

PAYMENT SCHEDULE

This is a fixed fee agreement. The total value is **$50,625. The hour values below are for reference only.**

PROJECT COSTS

Work Element	Hours	Cost ($225 per hour)
Requirements Gathering	20	$4,500
Spec Development	10	$2,250
File Development	80	$18,000
Automation File Exchange Development	30	$6,750
Testing	40	$9,000
Deployment	20	$4,500
PM	25	$5,625
Totals	**225**	**$50,625**

PAYMENT SCHEDULE MILESTONES:

Milestone	Description	Cost
M1 – Requirements & Specification	Requirements sessions completed and specification document developed and accepted	$8,625
M2 – File & Automation Development	File & Automation Development completed and deployed for testing.	$26,625
M3 – Testing & Deployment	Testing completed and deployed to Production environment	$15,375
Totals		**$50,625**

<u>UPON FULLY ACCEPTED MILESTONES BY THE STATE, ACCELA WILL SUBMIT A COMPLETED INVOICE TO THE NATIONAL COUNCIL OF STATE BOARDS OF NURSING (NCSBN) FOR PAYMENT. THE STATE OF MICHIGAN HAS NO FINANCIAL OBLIGATION FOR THE WORK UNDER THIS SOW.</u>

TRAVEL AND EXPENSES

The State does not pay for overtime or travel expenses.

STATE RESPONSIBILITIES AND ASSUMPTIONS

Per the contract or as described in other sections above.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work may be performed both remotely and on-site per the base contract.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS

Per the base contract.

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

CONTRACT CHANGE NOTICE

Change Notice Number **41**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ 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
$23,429,079.87	$2,650,000.00	$32,091,279.87

DESCRIPTION

Effective 10/12/2020, the following amendment is hereby incorporated in the Contract for LARA Licenses 2000 and Bureau Information Tracking System Modernization. The Contract is also hereby increased by $2,650,000.00. Funds approved on 7/30/2019 State Administrative Board.

In addition, this Change Notice corrects a clerical error found in the “ESTIMATED AGGREGATE CONTRACT VALUE”. Previous Change Notices undervalued the Contract by $6,012,200.00.

The total contract value after CN 25 was $14,883,810.87 (an addition of $12,200). CN 26 added $304,504 to the contract but used the previous contract value $14,871,610.87 making the new contract total $15,176,114.87 instead of what it should have been, $15,188,314.87. This accounts for the $12,200.00 discrepancy.

Then CN 27 reverted the value back to $14,871,610.87 (pre CN 25) and increased the value by $6,000,000.00 to $20,871,610.87. However, the CN should have started with $15,188,314.87 and added $6,000,000.00 to equal $21,188,314.87. CN 28 then left off the $6,000,000.00 addition from CN 27 and also carried through the missing addition of CN 25. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB procurement.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Katherine Russman	517-284-5373	RussmanK@michigan.gov

Statement of Work

State of Michigan

Department of Licensing and Regulatory Affairs

CSCL Licensing and Complaints Modernization Project

7/16/2020

Version 2.4.1

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

TABLE OF CONTENTS

DOCUMENT CONTROL

Date	Author	Version	Change Reference
12/11/2018	David Madore	1.0	Initial draft
05/29/2020	Jodi Marrah	1.1	State of Michigan updates
06/20/2020	David Madore	1.2	Accela Response/Updates
7/26/2020	Allen Drouare	2.0	State Michigan comments
8/3/2020	David Madore	2.1	Accela Updates
8/5/2020	Allen Drouare	2.2	State Michigan comments
8/22/2020	David Madore	2.3	Final
10/7/2020	David Madore	2.4	Final for signature
10/13/2020	David Madore	2.4.1	Minor edits for final signature

INTRODUCTION

This Statement of Work ("SOW") dated__________sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, ("Base Contract") remain in effect unless modified by this SOW.

SCOPE OF SERVICES

The sections that follow define the scope and delivery approach for this SOW, providing a detailed description of each item listed below.

- Scope of Work
- Implementation Approach and Release Plan
- Management and Governance
- Team Roles and Responsibilities
- Delivery Approach
- Project Staffing
- Payment Milestones
- Assumptions

• SCOPE OF WORK

On 11/19/2019 Accela and CSCL held joint on-site scoping session in Michigan. The result of those sessions was an agreed upon project scope that includes implementation for the 42 License Types listed below, covering application, issuance, re-licensure, modifications, renewal, inspection, specialty application, specialty renewal, temporary license, modification record, Complaints, Enforcement and general training sessions. This project will be implemented in Accela's Microsoft Azure civic platform. The project scope is listed below and further described within this section of the document. Additional supporting detail are provided in Exhibits A, B, C and D

LICENSE TYPES	
Professional Boxer	Mortuary Science - Trainee
Amateur Mixed Martial Artist	Funeral Home
Matchmaker	Mortuary Science Licensee
Professional Promoter - Business	Mortuary Science Courtesy License
Professional Promoter - Individual	Temp Military Spouse-MortSci License
Professional Mixed Martial Artist	Temp Military Spouse-MortSci Trainee
Judge	Temp Military Souse-MortSci Courtesy Lic.
Referee	Transportation Network Company
Timekeeper	Taxicab Carrier
Warrantor Individual	Limousine Carrier
Warrantor Company	Polygraph Examiners - Intern
Cemetery Regulation - Ten Acres or Less	Polygraph Examiners - Private Examiner
Cemetery Regulation - Greater than Ten Acres	Polygraph Examiners - Public Examiner
Crematory	Polygraph Examiners - Out of State Examiner
Prepaid Funeral Providers	PEO
Professional Investigator Agency	PEO LTD
Professional Investigator Agency Branch	PEO Group
Security Alarm - Contractor	PEO Group Member
Security Alarm Branch	Security Alarm Systems - Individual/Sole Proprietor
Security Guard - Individual	Security Alarm Systems - Partnership/Corporation/LLC

Security Guard Agency	
Security Guard Agency Branch	

Accela Civic Platform Solution Architecture Scope

Over the course of several projects Accela and the State worked collaboratively to document a streamlined implementation process. The result of this collaboration was an agreed upon set of design templates for the packaged solutions ("Models") that will be used to deliver all the license types and associated processes listed above for the CSCL project. Each of the templates are documented in Exhibit A and includes the design components for each architectural Model below

- Record types and associated components
- Model elements that cannot be changed
- Model elements that can be selected from pre-defined options
- Model elements that can be configured for each record type

Exhibit B maps each license type to the corresponding Model. This mapping will serve as the baseline product backlog. If changes to the License - Model mapping or Model designs are identified during the Define phase, the team will initiate the Change Control process to determine if the changes impact scope, schedule, or budget.

Exhibit C are the baseline user stories. These stories will be used as a starting point during the backlog grooming stage of sprint 0.

1A. OTHER GENERAL PROVISIONS SCOPE OF WORK

Interfaces

When possible, all interfaces will leverage existing as built code already being used for the state of Michigan. All interfaces will use Accela's GovXML web services or the Accela Automation Batch Framework. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology available within the base product.

- This SOW includes 3 medium and 2 Low complexity interfaces.
-
    - SIGMA – SKU file, reconciliation tool (replicate BPL SIGMA interface) (Medium Complexity)
    - CEPAS 2.0 (Payment Adapter) (Medium Complexity)
    - C3 2.0 (Batch payment processing for scannable checks and renewals) (Medium Complexity)
    - PSI (Exam Interface) (Low Complexity)
    - MiCSES (licensee extract and FTS for MDHHS, similar to BPL/MILARA instance) (Low Complexity)

- If more or less interfaces are required, we will follow the change control process defined in this SOW below. The complexity descriptions and hours below will be used to determine the LOE of the change requested. Complexities are defined as follows:

COMPLEXITY	DESCRIPTION
LOW	Single directional batch style interfaces. Interface will periodically output a single flat file or write to single staging table for consumption by external system. Level of effort per Low Complexity interface is 80 Hours
MEDIUM	Medium complexity interfaces consist at a minimum one of the following: **1.** Adapter based interfaces using the Accela Standard delivery Kit **i.** Adapter to EDMS system **ii.** Adapter to ePayment Processor **iii.** Adapter to validate contact addresses **2.** Expose web service for external consumption leveraging the event manager and script engine. **3.** Consume external web service for real time validation process (limited to consumption of up to 3 external web methods) **4.** Send data to external web service when an event occurs in Accela system (up to 60 data points transmitted to external web service) **5.** LOE per Medium Complexity interface is 160 Hours
HIGH	High Complexity consist at a minimum one of the following: 1. Interface that creates a record within the Accela system via batch or real time from an external source 2. Data transformation scripting (such as concatenation of source data or expansion of data to destination data) 3. Use of a 3rd party integration utility or protocol. 4. Data transaction rate of real-time. (Ex. Updating record data such as status in real-time). 5. LOE per High Complexity interface is 240 Hours

Interface Assumptions:

- For all interfaces that require standalone deployments, the interfaces will be hosted on the Agency network. The Agency will be responsible for the infrastructure required for hosting, for all environments.
- For interfaces with 3rd party products, the interface will be developed against a single agreed-upon version of the 3rd party product.
- Agency and Accela will jointly develop specifications for required interfaces to legacy State and external systems. Agency will certify all interfaces through handshake tests scheduled during Build Sprints prior to the start of the final release hardening sprint. Agency staff will assist the Accela team to develop the legacy portion of the interface, create test data, perform tests on each interface, and approve the final version for moving into production. Other Agency interface responsibilities include:
    - Data transformation, as necessary, to meet the requirements defined in the interface specification.
    - Stabilization of the target legacy interface applications.
    - Coordinating development of any external interfaces per the agreed project schedule.
    - Developing/maintaining a test environment for target legacy interface applications.
    - Taking corrective action based on test results for legacy environment within two business days where possible.
- The purpose of all interfaces will be strictly limited to an exchange of data.
- Agency or any concerned participating agency will be responsible for making the necessary modifications to the Agency or third-party systems to make an interface available to Accela.

- For all interfaces that are based on data file extracts, Accela has assumed one data file type per source system i.e. the agency that provides the data for that source system would have consolidated all necessary data into one file, in a mutually agreed upon format.
- For real time integration, Agency will provide test systems/environment with appropriate level of access for the Accela team to enable development and testing of such interfaces.
- Should the complexity exceed the High definition or is not covered in the examples/descriptions, interface will require an assessment as part of the Change Control process.
- Each interface is defined as a single transaction type (batch or real-time). If multiple transactions are required for a single third-party system interface, each transaction is counted as one interface.
- Each interface is considered a single direction interface. Bi-direction interface is a composite of the two interface types.

Reports

Documents, letters, license prints, and management reports are all examples of 'reports' in the Accela platform.

- Accela will deliver **up to** 15 Low complexity reports,15 medium complexity reports and 8 High Complexity reports. The baseline report counts above are a result of an 8/20/20 review meeting with the State. Exhibit D documents the baseline counts and requirements for reports.
- Complexities are defined as follows
  - **Low Complexity:** Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels)
  - **Medium Complexity:** Reports that require some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, journals, logs). Many agency reports fall under this category.
  - **High Complexity:** Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports, schedules, and agendas.
- Additional reports, changes in complexity, or major rework will invoke the Change Control process.
- Accela with the support of the agency will provide a specification for each Medium and High report to be developed.
- Many day to day operational statics can be retrieved/reviewed via set Quick Queries. Accela will provide the State training on how to set up these queries. This will help reduce the number of lower complexity reports that would need to be developed during this project.
- If more or less reports are required, we will follow the change control process defined in this SOW below. The complexity descriptions and hours below will be used to determine the LOE of the change requested. Complexities are defined as follows:

  - **Low Complexity:** Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels)
  - LOE per Low Complexity Report is 20 Hours

  - **Medium Complexity:** Reports that require some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, journals, logs). Many agency reports fall under this category.
  - LOE per Medium Complexity Report is 80 Hours

- **High Complexity:** Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports, schedules, and agendas.
- LOE per High Complexity Report is 140 Hours

- . Lower complexity reports should be developed leveraging the Ad Hoc reporting process. For higher complexity reports Accela recommends using SSRS whenever possible. Crystal reports are also supported. Accela and the agency will work together to provide a specification for each Medium and High complexity report to be developed. Each specification will include the tool method to be used for development and will require Agency sign off before development starts.
-

NOTIFICATIONS

- The Agency may want to keep the Applicant informed on the status of the application filed with the department by sending out email notifications. This may occur to inform the Applicant their application was received by the Agency when submitted online, or if the Agency requires additional information to process the application. Examples: payment due, inspection scheduled.

- This statement of work includes the development of UP TO 36 notifications. Accela will work with the agency leads to create a list of required notifications to be completed by Accela.

Data Conversion

- Legacy data from one source is included in this scope. (License 2000). If Source data is coming from two different schemas. The State will map, transform, and load this data into a combined (single) dataset and provided to the Accela team in the agreed upon staging schema format for each test run.
- Accela will support the Agency in completing 4 runs of the full data conversion (Three Draft and one Production). Partial test runs "Mini Mocks" will be scheduled during sprints as per decisions made during Sprint Planning.
- Data provided for Mini Mock test runs will be provided per the Group/Model during the designated Define and Refine sprint for that profession. Accela will accept only the data for that profession during the mock runs.
- Accela will provide the appropriate data capture templates (i.e., staging schema format) to the State.
- The State will be responsible for data cleansing and data transformation prior to loading data into the data capture templates (staging area).
- To link converted records to the historical EDMS documents, the conversion dataset must contain the necessary pointers to the historical EDMS documents (License ID and File Path). Accela's scope does not include performing data enrichment to establish links to historical documents if the links are not available in the conversion dataset.
- All Conversion tasks will be detailed in the final mutually developed project schedule.

Training

- Accela will provide Civic Platform Intensive Course – in conjunction with the project kick off
    - **4-5-day Course** (max in-person attendees 15, virtual unlimited)
    - This Civic Platform Intensive program is intended to prepare customers for Accela implementation projects and give them the ability to configure the system from all main aspects.
    - Students will:

- Be assigned up to 10 hours of prerequisite work that is to be completed before coming onsite to prepare for the in-person training.
    - Assemble onsite for 4-5 full days of hands-on training. This training will discuss the Civic Platform product and all main elements of configuration.
- Accela will provide Basic Civic Platform Ad Hoc Reporting Training
    - **1 day Course** (max attendees 15)
    - The Ad-Hoc Reporting class is designed to prepare clients who use Civic Platform in:
        - **Tool** –Participants will learn the tool details and what it does
        - **Use Cases** –Participants will learn practical real-use report setup using the Ad-Hoc Reporting tool
- Accela will provide Civic Platform Event Manager Scripting Usage – Beginner Training
    - **1 Day Course** (max attendees 10)
    - The EMSE Usage class is designed to prepare clients who use Civic Platform to use the Master Script.
    - The two major functional areas of usage are:
        - **EMSE Concepts**– Participants will learn the major design/build concepts of EMSE scripting and how it uses the Master Script.
        - **Implementing and Planning Scripts** - Participants will learn how to manage the day to day operation of the EMSE script engine. How to plan, implement, modify, and delete scripts.
- Accela will provide Three, 1- day end user training sessions
    - End user training sessions will take place just before Go-Live.
    - End user training sessions will be Instructor Led. Any written material (such as user guides or job aids) for use during end user training is the responsibility of LARA. Participants should anticipate taking notes for future use
- Accela will provide 16 hours of post go live knowledge transfer training for the SOM maintenance team. Additional hours for knowledge transfer will be set aside during each development sprint.
- All in person training sessions will be held in Greater Lansing Michigan Area. Any sessions can be moved to on-line at the request of the agency. Online sessions will not have a maximum attendance restriction.

IMPLEMENTATION APPROACH AND RELEASE PLAN

The team will adhere to an Agile framework tailored for the State of Michigan and the Accela Civic Platform. The methodology the Accela team will use is similar to the one the State has published on the site Department of Technology, Management, and Budget - State Unified Informational Technology Environment (DTMB-SUITE) website (http://www.michigan.gov/suite). The methodology is an adaptation of Agile methods to work within this project's unique constraints of fixed price and fixed scope, a low risk tolerance, geographically distributed development teams, and implementation of a COTS product.

The Agile framework for this project defines a series of 4 types of sprints:

- **Define (Sprint Zero and Backlog Grooming) –** Upon project start, the team will begin with a Sprint Zero with a focus validating each of the 7 templates. (defined in Exhibit A). Backlog grooming begins. Exhibit C (baseline user stories) will be used as a starting point for the backlog grooming process.

- ***All requirements to be developed will need to "fit" inside the model framework detailed in Exhibit A.** Any requests outside the model guidelines will trigger the change control pross.
- **Refine and Develop Sprints** – Following Sprint Zero and initial backlog grooming, construction begins through a series of time-boxed build Sprints. The team uses the outputs from the Sprint Zero to configure the solution for each License using 1 of the 7 templates (defined in Exhibit A). Working software is delivered during the sprints, with conversions, interfaces and reports developed concurrently. Sprints are time-boxed in order to maintain the integrity of the delivery timeline. Within a sprint, development proceeds according to the established priorities. The product developed in each sprint is reviewed and validated by the Product Owner with support from Agency SMEs, often through a walk through facilitated by the developer, of each use case in the system.
- **Deploy (Hardening and Release) Sprints** – Completion of the planned Refine and Develop sprints is entry criteria for Deploy sprint(s), during which the team completes final end-to-end User Acceptance Testing (UAT) and regression tests, performs the final data conversions, and promotes the software to production.
- **Warranty Period 90 days** – Following production go-live, Accela will provide a ninety (90) calendar day post-production warranty period.

Project Schedule

The project schedule allows for an 18-month duration from Kick-off to Go-Live. The plan assumes a single, combined release. If incremental go-lives are required to schedule around renewal activities, the Change Control process will be invoked to evaluate options and impacts. Tasks schedule are broken down as follows:

- 2-week Project Startup phase for plan elaboration, project kick-off meeting and core team training
- Define phase
- Refine phase
- Develop Phase
- Deploy Phase
- 90-(Calendar) Day Warranty Period

The graphic below depicts a **DRAFT** schedule. A detailed schedule will be delivered during the project Initiation phase. The schedule will be a joint effort and be agreed upon by both Accela and The State.

Task Name	Duration	Start	Finish
CSCL Project Schedule_20200609	**453 days**	**Tue 9/1/20**	**Thu 6/23/22**
Start	0 days	Tue 9/1/20	Tue 9/1/20
Define	**24 days**	**Tue 9/1/20**	**Mon 10/5/20**
Project Set Up	**17 days**	**Tue 9/1/20**	**Thu 9/24/20**
Set-up Project SharePoint Site	2 days	Tue 9/1/20	Wed 9/2/20
Internal Project Set-up Activities	**5 days**	**Thu 9/3/20**	**Thu 9/10/20**
Pre-Kickoff SOW Review Meeting	**5 days**	**Tue 9/8/20**	**Mon 9/14/20**
Project Schedule	**9 days**	**Thu 9/10/20**	**Tue 9/22/20**
Status Report	**4 days**	**Mon 9/14/20**	**Thu 9/17/20**
Project Management Plan	**8 days**	**Thu 9/10/20**	**Mon 9/21/20**
Project Kick-off Meeting	**6 days**	**Mon 9/14/20**	**Mon 9/21/20**
Environment Set-up (Accela Hosted)	**7 days**	**Thu 9/10/20**	**Fri 9/18/20**
Initial Training	**3 days**	**Tue 9/22/20**	**Thu 9/24/20**
Accela Civic Platform Core Team Training	**3 days**	**Tue 9/22/20**	**Thu 9/24/20**
Data Conversion Knowledge Transfer & Scope Definition	**9 days**	**Thu 9/10/20**	**Tue 9/22/20**
Define Stage Complete	0 days	Tue 9/29/20	Tue 9/29/20
Sprint 0	**7 days**	**Fri 9/25/20**	**Mon 10/5/20**
Refine	**232 days**	**Fri 9/25/20**	**Tue 8/31/21**
Analysis & Configuration	**232 days**	**Fri 9/25/20**	**Tue 8/31/21**
Gap Analysis Kickoff	**4 days**	**Wed 9/30/20**	**Mon 10/5/20**
Record Group 1	**73 days**	**Fri 9/25/20**	**Thu 1/14/21**
Interface Analysis	**7 days**	**Fri 1/15/21**	**Tue 1/26/21**
Gather Requirements	**3 days**	**Fri 1/15/21**	**Wed 1/20/21**
Create Interface Specifications	2 days	Thu 1/21/21	Fri 1/22/21
Review Interface Specifications	1 day	Mon 1/25/21	Mon 1/25/21
Approve Interface Specifications	1 day	Tue 1/26/21	Tue 1/26/21
Record Group 2	**51 days**	**Wed 1/6/21**	**Fri 3/19/21**
Record Group 3	**53 days**	**Thu 2/25/21**	**Mon 5/10/21**
Record Group 4	**60 days**	**Fri 4/16/21**	**Mon 7/12/21**
Record Group 5	**58 days**	**Thu 6/10/21**	**Tue 8/31/21**
Develop	**176 days**	**Tue 1/12/21**	**Tue 9/21/21**
Group 1 Data Conversion Mini Mock	**12 days**	**Fri 1/15/21**	**Tue 2/2/21**
Run 1	**5 days**	**Fri 1/15/21**	**Fri 1/22/21**
Run 2	**7 days**	**Mon 1/25/21**	**Tue 2/2/21**
Group 1 Report Development	**19 days**	**Tue 1/12/21**	**Mon 2/8/21**
Group 1 Automation Development	**19 days**	**Fri 1/15/21**	**Thu 2/11/21**
Interface Development	**24 days**	**Wed 1/27/21**	**Tue 3/2/21**
Group 1 Conference Room Checkpoint (CRC)	**2 days**	**Wed 3/3/21**	**Thu 3/4/21**
Group 2 Data Conversion Mini Mock	**12 days**	**Mon 3/22/21**	**Tue 4/6/21**
Run 1	**5 days**	**Mon 3/22/21**	**Fri 3/26/21**
Run 2	**7 days**	**Mon 3/29/21**	**Tue 4/6/21**
Group 2 Report Development	**19 days**	**Wed 3/10/21**	**Mon 4/5/21**
Group 2 Automation Development	**19 days**	**Wed 3/17/21**	**Mon 4/12/21**
Group 2 Conference Room Checkpoint (CRC)	**2 days**	**Tue 4/13/21**	**Wed 4/14/21**
Group 3 Data Conversion Mini Mock	**9 days**	**Tue 5/11/21**	**Fri 5/21/21**
Run 1	**5 days**	**Tue 5/11/21**	**Mon 5/17/21**
Run 2	**4 days**	**Tue 5/18/21**	**Fri 5/21/21**
Group 3 Report Development	**19 days**	**Fri 4/30/21**	**Wed 5/26/21**
Group 3 Automation Development	**19 days**	**Thu 5/6/21**	**Wed 6/2/21**
Group 3 Conference Room Checkpoint (CRC)	**2 days**	**Thu 6/3/21**	**Fri 6/4/21**
Group 4 Data Conversion Mini Mock	**12 days**	**Tue 7/13/21**	**Wed 7/28/21**
Run 1	**5 days**	**Tue 7/13/21**	**Mon 7/19/21**
Run 2	**7 days**	**Tue 7/20/21**	**Wed 7/28/21**
Group 4 Report Development	**19 days**	**Mon 6/28/21**	**Fri 7/23/21**
Group 4 Automation Development	**19 days**	**Thu 7/8/21**	**Tue 8/3/21**
Group 4 Conference Room Checkpoint (CRC)	**2 days**	**Wed 8/4/21**	**Thu 8/5/21**
Group 5 Data Conversion Mini Mock	**12 days**	**Wed 9/1/21**	**Fri 9/17/21**
Run 1	**5 days**	**Wed 9/1/21**	**Wed 9/8/21**
Run 2	**7 days**	**Thu 9/9/21**	**Fri 9/17/21**
Group 5 Report Development	**19 days**	**Thu 8/19/21**	**Wed 9/15/21**
Group 5 Automation Development	**19 days**	**Mon 8/23/21**	**Fri 9/17/21**

Group 5 Conference Room Checkpoint (CRC)	2 days	Mon 9/20/21	Tue 9/21/21
Deploy	190 days	Wed 9/22/21	Thu 6/23/22
Testing	79 days	Wed 9/22/21	Fri 1/14/22
System Testing	33 days	Wed 9/22/21	Fri 11/5/21
Approval to Proceed with UAT	1 day	Mon 11/8/21	Mon 11/8/21
User Acceptance Testing (UAT)	45 days	Tue 11/9/21	Fri 1/14/22
Prepare for UAT	9 days	Tue 11/9/21	Mon 11/22/21
Conduct UAT	36 days	Tue 11/23/21	Fri 1/14/22
User Acceptance Testing Completed	0 days	Fri 1/14/22	Fri 1/14/22
Training	5 days	Mon 11/8/21	Mon 11/15/21
Environment Set-up (Accela Hosted)	4 days	Tue 1/18/22	Fri 1/21/22
Cut Over Planning	6 days	Tue 1/18/22	Tue 1/25/22
Cut Over	14 days	Wed 1/26/22	Mon 2/14/22
Inform Public Users and Other Stakeholders about Go	1 day	Wed 1/26/22	Wed 1/26/22
Update Hardware & Software	6 days	Thu 1/27/22	Thu 2/3/22
Conduct Data Migration	4 days	Fri 2/4/22	Wed 2/9/22
Smoke Test in PRD	2 days	Thu 2/10/22	Fri 2/11/22
Go Live	1 day	Mon 2/14/22	Mon 2/14/22
System is Live	0 days	Mon 2/14/22	Mon 2/14/22
Post Production Support	92 days	Mon 2/14/22	Thu 6/23/22
Perform Post Go Live Fixes	90 days	Mon 2/14/22	Tue 6/21/22
Meeting with Customer Support Team	1 day	Wed 6/22/22	Wed 6/22/22
Transition to Customer Support	1 day	Thu 6/23/22	Thu 6/23/22
Finish	0 days	Thu 6/23/22	Thu 6/23/22

• MANAGEMENT AND GOVERNANCE

This section defines the project management practices, governance bodies, and associated processes. The sections that follow describe these elements in detail.

- Status Reporting
- Issue, Risk, and Action Item Management
- Project Schedule
- Definition of Done and Deliverable Acceptance
- Change Control
- Project Tools
- Project Governance Framework

Status Reporting

The Accela Scrum Master/Project Manager will provide a written weekly status report to the SOM Project Manager and Product Owner. The Accela Scrum Master/Project Manager will publish the weekly status using an online collaboration tool (refer to Project Tools section for tool information).

The weekly report will include the percentage of completion for each Product Backlog Item (User Story), the pass rate for the Story Tests, key Project delivery milestone status, estimated completion date for each milestone, as well as other information relevant for the delivery of the project as may be agreed upon between the parties' Product Owner and Scrum Master.

Online collaboration tools will be also used to track risks, action items, and issue escalations between the Accela Scrum Master, the SOM Project Manager, and LARA Product Owner.

The project management team will meet weekly to discuss the status and review the report using the online tools.

Issue, Risk, and Action Item Management

Accela will use online collaboration tools to document project issues, action items, and risks. The project management team will review these items during the weekly management calls to assign owners, drive to due dates, and escalate to the appropriate individuals or governance body where required. The Accela Project Manager/Scrum Master will identify issues blocking team progress and impacting team velocity. If blocking issues are not resolved within 1 business day, the Accela Project Manager/Scrum Master will escalate to the Accela Director and the Agency oversight team for resolution.

Definition of Done and Deliverable Acceptance

Meeting quality assurance standards during each sprint is the responsibility of the Scrum team. Quality assurance standards are defined in the Definition of Done for a Sprint and a Release. Confirmation of the Definition of Done for the Sprint Backlog constitutes the Acceptance Criteria for a Sprint deliverable, as follows.

- Team member completes the Project Backlog Item (PBI) work
- Associated configurations and code are deployed to the development environment against current version in source control, where applicable
- The Item has passed unit testing
- Item has been peer reviewed to confirm meeting development standards
- Backlog Item test cases (based on the Acceptance Criteria defined for the PBI) written and tests passed. Testers must complete testing for each PBI within the timeframe defined by the team during Sprint Planning for the sprint.
- Configuration and script register updated
- Product Owner has reviewed and moved to “done”
- Remaining hours (if applicable) for item/task set to zero and task closed in project tracking tool.

For a Release, deliverable acceptance conditioned upon meeting the following Definition of Done:

- Sprints planned for the release are complete, including SOM solution review
- The Product Backlog Items scheduled for the release are complete
- Code is deployed to the Production environment
- For production release, User Acceptance Test is complete and no Severity 1, 2 or 3 defects can remain before releasing final system to production.th. The Product Owner may temporarily allow defects, they will be evaluated on a case-by-case basis.
- Knowledge transfer is complete and the State’s maintenance team have taken over day to day maintenance of the implemented system

Definition of Defect, Defect Severities

A Defect is defined as a deviation from the established acceptance criteria for a PBI. The table below elaborates the severity levels for Defects and shall be assigned by the LARA Product Owner.

Severity Level	Description
1	Critical: The defect affects critical functionality or critical data. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.
2	Major: The defect affects major functionality or major data. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module, but the task is doable if 10 complicated indirect steps are followed in another module/s.
3	Minor: The defect affects minor functionality or non-critical data. It has an easy workaround. Example: A minor feature that is not functional in one module, but the same task is easily doable from another module.
4	Trivial: The defect does not affect functionality or data. It does not even need a workaround. It does not impact productivity or efficiency. It is merely an inconvenience. Example: Petty layout discrepancies or spelling/grammatical errors for SOM-facing components.

Change Control

At the completion of Sprint 0 the team will perform a gap analysis to confirm scope assumptions provided in this statement of work are correct. After the gap analysis is complete the final product backlog is set. Any items added or removed from that final backlog will be considered a change. Change is defined as any of the following:

- **New Product Backlog Items –** The addition of a new Epic, User Story, or Product Backlog Item (PBI), that is not traceable to, and required by, an existing Product Backlog item is a project change. The Product Owner must approve the addition of a new PBI. The Scrum Team will estimate the new PBI and assign a LOE.
- **Change to Existing PBI –** Change to an existing PBI that impact the level of effort to complete it is considered a project change and is documented by the Product Owner adding a new PBI to define the change. For example, a change to the Acceptance Criteria or a specification that impacts the complexity constitutes scope change. Changes impacting PBIs/user stories completed in a previous sprint may require additional rework. If rework is required, the rework changes will be added to the Product Backlog as a new PBI/user story.
- **Change to Definition of Done –** Changes to the Definition of Done for a Sprint or Release may impact the level of effort for completing PBIs and delivering a release, impacting overall delivery velocity. Accela will assess proposed changes to the Definition of Done and document the impacts in a Change Notice (e.g., change impacts schedule, scope, or costs).
- **Change in Projected Team Velocity –** The velocity of the team is dependent on all team members fulfilling their assigned tasks or actions within the timeframes agreed during Sprint Planning. The team will monitor projected velocity against actual velocity. If actual velocity falls below the projected velocity, the team will assess the root cause of this velocity impact. If the root cause is attributed to Accela team member performance or management issues, the project change and associated impact will be borne by Accela. If the velocity impact is attributed to

Agency team member performance or management issues (such as delays in decisions or issue escalation/resolution), the project change/impact will be borne by the Agency. In either case, the Product Owner will document the change and impact with support from the Scrum Master. For velocity changes attributed to the Agency that impact the overall project costs or overall release timeline, Agency will process a Change Notice adjusting the deliverables/payment amounts to incorporate the additional cost.

- **Exceedance of Architectural or Scope Limits** – Architectural and scope limits define the maximum product backlog size and allowances for a predefined set of configuration items within a Release. These sizing factors are provided in the Scope section above as well as Exhibit A. Examples include deviation from the standards defined for each Model, additional custom Accela record types, additional license types, changes to number/complexity of reports, number of event scripts, and changes to the number/complexity of interfaces.
- **Non-Productive Time** – Accela's fixed price for this SOW assumes that the Accela team will have complete, timely, and accurate information and other deliverables and dependencies from the Agency team, enabling the team to be productive during working hours throughout the course of the project. Issues impacting Accela team members' productive time will be escalated to Change Control Board (CCB) and a mutually agreed resolution must be in place within twenty-four (24) hours of the initial escalation, if possible.

No changes shall be made to Sprint Backlog (user stories/PBIs) during the current Sprint, for either PBIs/user stories already delivered but not yet accepted and PBIs/user stories accepted.

The Product Owner can address Standard Changes (see below for process) within the Agile framework without impact to the overall project (with agreement from the Scrum Master and Scrum Team) by re-prioritization of the Product Backlog. For example, if a new "must-have" user story is identified during Sprint 2, the Product Owner can schedule the new user story for Sprint 3 as long as a user story of equivalent size (hours, story points, and sizing factors) is removed from the Product Backlog.

Changes to the backlog that increase the overall project scope, level of effort, or timelines for the Release, that are not offset by compensating reductions, must be approved following the Extraordinary Change Request process set forth below.

Standard Change Request Process – Standard changes are items that can be addressed through reprioritization of the Product Backlog without impacting the overall scope, delivery timeline, or costs. The decision makers required for standard changes include the Accela Scrum Master, LARA Product Owner and SOM Project Manager.

- For each change where Accela and LARA agree to define as a new PBI/user story, the LARA Product Owner completes the definition of the story.
- The Accela team will analyze the change during the next scheduled Sprint Planning session to estimate and size (hours and story points) the new PBI and check against available sizing factor allowances. If the change applies to an already implemented PBI/story, then any rework or impacts to other stories required will be added as another PBI/story.
- The LARA Product Owner must attend this analysis session.
- The LARA Product Owner must make the decision concerning the change. There are two possible options:
    - Accept the change into the Product Backlog and decide which PBI/story (or stories) are to be removed in order to offset the added size (hours, points, sizing factors) or

  - Reject the change.
- Finally, the LARA Product Owner will prioritize the new PBI/story (if added) against the Product Backlog.

Extraordinary Change Request Process – If a change will deviate from the scope defined within this SOW, exceed the baseline product backlog size (as defined by story points and sizing factors) or otherwise impact the planned number of sprints and Release date set for the project, then the LARA Product Owner will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change.
- The Accela Scrum Master will work with the team to perform an assessment/review to determine the full impact on the project, including cost and timeline impacts if applicable.
- Escalate this assessment to the Change Control Board (CCB). The LARA Executive Steering Committee performs the CCB role.

The Extraordinary Change Process will conform to the Change Control Process as defined in the base contract which will require a contract change amendment.

Project Management Tools

The project team will use the following tools

- SharePoint – DTMB will establish a SharePoint site for storing project documents.
- The project will require a project tracking tool. This will likely be either JIRA or Azure DevOps – During sprint 0 in the define phase Accela and the State team will work together to select the correct tool. The tool will be used as a virtual Scrum Board and all team members will have appropriate access for their role.

Project Governance Framework

Project Governance occurs at multiple levels with the goal of maximizing business value and mitigating risks for the project.

- **Project Level** – Project level governance is performed by the project management team consisting on the Accela Scrum Master, LARA Product Owner, and Agency Project Manager. This team is empowered to make day-to-day decisions within the constraints of the project SOW. This team meets weekly to review project status, identify and mitigate risks, resolve issues, and monitor action items. This team is responsible for escalating issues to the Program Level governance team where unable to reach resolution or otherwise avoid impacting the project scope, timeline, resources, or costs. This team is also responsible for participation and completion of the Keylight system security plan.

- **Program Level** – Program level governance is performed by the Accela Services Director, LARA Program Director, and DTMB Program Manager. This team meets on a bi-weekly basis and handles issue escalations, supports risk mitigations, and makes decisions. This group is responsible for rapidly addressing blocking issues escalated from the Project Team.

- **Agency Level** – Agency level governance is performed by the LARA Executive Steering Committee. This team meets on a monthly basis and its membership includes the Program Level team plus the Accela Services Vice President, LARA Bureau Director, DTMB Contract Compliance Manager, DTMB Business Relationship Manager.

- **TEAM ROLES AND RESPONSIBILITIES**

A joint team comprised of Accela and State of Michigan resources will deliver this SOW. Team size and composition may vary based on the Release scope and activities underway during a given sprint. Due to the fixed price nature of this SOW, it is the responsibility of Accela to deliver all required scope on specified date and as a result Accela will assign the required resources to the team, which may change during the course of a Release in response to project demands. LARA will provide the necessary personnel to perform its responsibilities in support of the joint team this includes Assigning subject matter experts, developers and report writers to this project with the intention that these personnel will gain knowledge to support and maintain the system upon completion. The State staff may also be assigned tasks during the development of this system to enhance their learning experience.

General Accela Responsibilities

- **State of Michigan SUITE Documentation** – Complete the required SUITE Agile Project Management Methodology (PMM) and System Engineering Methodology (SEM) documentation as required in the approved project Tailoring document.
- **Development and Unit Test -** Perform software configuration and development for the PBIs assigned to Accela staff in a given build sprint. if any, assigned to Agency staff in a given build sprint. Even though Accela is responsible for delivering all the requirements of this SOW, the SOM may assist Accela Solution Architect with configuration. Additional agency personnel may be assigned, at the Agency's option, some tasks to enhance learning opportunities.

- **Automated Testing -** Accela to provide support to the SOM staff who are responsible for developing automated end-to-end tests. Occasionally SOM staff will request deterministic CSS selectors be added to user-interactable page elements, such as buttons, links, navigation, etc... The presence of deterministic selectors improves the overall quality of the tests and reduces the number of false positives encountered.

- **Defect Correction -** Resolve Severity 1 and 2 defects (related to PBIs assigned to Accela staff) discovered during sprint testing within the sprint within 2 days, or according to an alternate timeline mutually agreed with LARA Product Owner. Resolve Severity 3 and 4 defects within the sprint, per direction of the Product Owner. Accela will be responsible for defects found in the implementation performed by Accela. Any other defects will be addressed following the agreed upon change management process detailed in this statement of work..
- **Backlog Grooming Support -** Support the LARA Product Owner in backlog grooming activities by providing consultative support for defining Accela solution approaches, for up to 4 hours of backlog

grooming working sessions per sprint. Any additional backlog grooming tasks assigned to Accela resources (outside the allocated 4 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.

- **Information Transfer -** Enable Accela product knowledge transfer to LARA resources to support the future maintenance of the system. This will be accomplished through up to 6 hours per Development sprint of open office hours or knowledge transfer work sessions targeted towards completing specific backlog tasks scheduled within the current sprint. The 4 hours for Knowledge Transfer will be allocated and defined for each development sprint during Sprint Planning. There will be a separate task after final production release for knowledge transfer to the DTMB maintenance team. This task is to ensure the DTMB team has the information needed to take over the day to day maintenance and operation of the implemented solution. Any additional knowledge transfer tasks assigned to Accela resources (outside the allocated hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.
- **Data Conversion –** Support LARA data cleansing (by providing cleansing recommendations), mapping, and loading into the staging schema.. Accela will perform the test and production conversion runs from the staging schema into the Accela schema, as defined in this SOW.
- **Scrum Master, Project Management, Project Oversight –** Accela will assign a Scrum Master to the project to facilitate the Scrum processes such as release and sprint planning, sprint reviews and retrospectives, and daily Scrum meetings. In addition, the Accela Scrum Master will perform general project management tasks to monitor Accela resources' work, assignment of tasks, and other project management disciplines. Accela will also assign a Director to provide oversight and act as the initial escalation point beyond the day-to-day project team.

General SOM Responsibilities

- **Development and Unit Test -** Even though Accela is responsible for delivering all the requirements of this SOW, SOM may assist Accela Solution Architect with configuration. Additional agency personnel may be assigned, at the Agency's option, some tasks to enhance learning opportunities.
- **Defect Correction -** Resolve Severity 1 and 2 defects (related to PBIs assigned to Agency staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with LARA Product Owner. Resolve Severity 3 defects within the sprint, per direction of the Product Owner. Resolve all State-owned Severity 3 defects prior to Release.
- **Backlog Grooming –** The Product Owner will lead continuous backlog grooming and is responsible for delivering a sprint backlog that meets the Definition of Ready prior to the sprint planning meeting. Agency program area personnel and subject matter experts will perform backlog grooming activities as directed by the Product Owner.
- **Testing –** Agency resources will perform testing per the timeframes defined during Sprint Planning, this includes development and execution of regression test cases that incorporate mutually agreed upon Acceptance Criteria as well as confirm adherence to the Definition of Done. Accela will provide any project completed code that would assist the agency in developing of automated test cases.
- **Data Conversion –** Perform data quality assessment, cleansing, and enrichment for legacy data sources. Complete the data mapping to the target/staging schema format. Transform and load data to the staging schema for test and production runs.

- **Provide Space and Supplies –** Agency will make available team workspace for all sprint cycles and daily Scrum meetings.

Specific Team Roles

LARA Product Owner – This is a State Agency business lead with the following responsibilities:

- Initial development and prioritization of the product backlog during Sprint 0
- On-going revision and re-prioritization of the product backlog (grooming)
- Identification of the prioritized sprint backlog prior to Sprint Planning
- Adherence to the “Definition of Ready” for the targeted sprint backlog before the Sprint Planning meeting
- Participation on behalf of LARA in scrum planning and review meetings
- Direct Agency testers to confirm completion of sprint backlog items
- Move completed items to “Done” on the scrum board before the Sprint Review
- Review and sign-off on all project deliverables

LARA SME / Tester

- Primary Agency person supporting the Product Owner in creating/updating the story/task details in the Product Backlog
- Provides detailed answers for business questions posed by scrum team members
- Documents and executes the test cases
- Attends scrum meetings and is a member of the scrum team

LARA Data Owner

- Subject matter expert for legacy data set targeted for conversion into Accela
- Responsible for identification and cleansing/enrichment of data issues at source
- Responsible for data mapping, transformation, and loading to the interim schema format
- Responsible for data conversion testing

SOM Project Manager

- Responsible to lead and oversee the project to achieve project objectives.
- Facilitates the interactions among stakeholders including Contractor, LARA Business Teams, Technical and Enterprise Teams, IT Managers, and DTMB Management in the planning and execution of the project to meet agency and contractual expectations.
- Plans, coordinates, implements and finalizes the project according to the specifications and deadlines, all while keeping the project within budget.
- Enforces project compliance with State Policies and Procedures, including SUITE (State Unified Information Technology Environment), PMM (Project Management Methodology), SEM (System Engineering Methodology and ensures that all required artifacts are developed, acceptable, properly organized, and available for future audit.
- Ensures project deliverables are assigned, developed, reviewed and approved by appropriate stakeholders.
- Tracks and maintains the project budget including labor, services, purchase orders, invoices and all necessary approvals.
- Facilitates the identification, monitoring and resolution of project risks and issues, thereby minimizing their impact. Escalates issue resolution when needed.

- Oversees communication on the status, metrics and overall progress to all stakeholders, particularly the project sponsor, project team, and management.
- Manages changes that may impact the project scope, cost, schedule or quality by adhering to the change management process.
- Provides State backup for Accela software Scrum Master
- Attends scrum meetings and holds the Daily Scrum standup meeting

SOM Enterprise Architect

- Responsible for technical direction to be implemented by the project team.
- Assess and set direction for functionality that is common across Agency's Accela implementations.
- Reviews Schemas, System Designs, and platform framework choices to ensure compliance with best practices and maintainability.
- Attend and provide technical direction during design sessions, projects meetings, written communications and specifications and stage exits.
- Review all Enterprise Architecture Solution Assessments.

LARA IT Liaison/Manager

- Provides technical support and project assistance for the Product Owner and to the project team.
- May assist or lead with completing Security Plan, Security Accreditation Process, Business Continuity Plans, and other business-related technical artifacts.
- Will be embedded on the team and will lead the agency's subject matter expert team for ongoing operation.

SOM Business Analyst

- Contributes to backlog grooming activities per direction of Product Owner
- Provides detailed answers for business questions posed by team members
- Attends scrum meetings and is a member of the scrum team

SOM Technical Lead for Configuration, Automation Scripts, and Data Conversion

- Will be building overall understanding and system knowledge as it is being developed
- May be assigned tasks, at the Agency's option, to enhance educational opportunities or to work on items that are out of scope for Accela
- May provide coding of selected automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team

SOM Report Developer

- May be assigned tasks, at the Agency's option, to enhance educational opportunities or to work on items that are out of scope for Accela
- Provides junior level coding of selected report tasks within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Accela Solution Architect(s), Implementation Consultant(s), and Business Analyst(s)

- Accela resources available to provide backlog grooming support to the Product Owner
- Define and validate Accela solution approaches and tasks during sprint planning and throughout the sprint cycle
- Perform configuration tasks assigned to Accela team during the build sprints

- Attends scrum meetings and is a member of the scrum team

Accela Software Scrum Master

- Facilitates the use of the scrum methodology
- Organizes and leads the Daily Scrum standup meeting, Sprint Planning, Sprint Review, and Sprint Retrospective
- Works with SOM PM to remove Scrum team roadblocks and escalate issues as needed
- Monitors team velocity and prepares weekly status reports
- Prepares mitigation plans for project risks and performs general project management discipline-related tasks

Accela Automation Script Developer

- Provides senior level coding of assigned automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Accela Report Developer

- Provides senior level coding for assigned report tasks within a given software sprint
- Provides knowledge transfer and support to Agency report writers
- Attends scrum meetings and is a member of the scrum team

Accela Data Conversion Developer

- Supports data conversion analysis and detailed data mapping
- Responsible for loading converted data from the interim data schema to the target (Accela) database
- Attends scrum meetings as needed and is a member of the scrum team

• DELIVERY APPROACH

The releases will be delivered through a series of Agile sprints. The first sprint (Sprint 0) is allocated to backlog grooming and detailed elaboration in preparation for the first build sprint. Build sprints are 2 - 3 weeks in duration each. The final sprints prior to go live are allocated to production readiness and "hardening", performing the final code promotion, data migration, and end-to-end testing prior to production use. The subsections below describe this approach in detail.

- Sprint Zero and Product Backlog Elaboration
- Build Sprints
- Software Release to Production

Due to the Covid-19 pandemic the development of this project will be "remote". To ensure the project communication stays strong It's important that all the appropriate team members are available for all project activities. If staffing becomes an issue the project managers will note it as a risk and escalate to the executive level for discussion.

As part of the release planning and backlog grooming, the backlog will be logically sequenced to address dependencies between technical components (conversion, interfaces, and reports). For example, the team will complete the base configuration of the license types during Refine sprints for each Model Type. In Develop sprints, the team will build the next logical layers such as automations, conversions, interfaces, and reports. The following list provides key considerations:

- **Gap Analysis** – Refine sprints will focus on the core configuration of the base solution, or foundation. This base configuration solidifies the record types, data fields, and workflows for a given license process. It serves as the basis for data conversion mapping, automations, reports, and interfaces. The Models defined in Exhibit A form the basis of the Gap Analysis for this project.

- **Automation and Validation –** Automations are built against the base configuration during the Develop sprints. In some cases, the automation tasks related to a user story may be scheduled for a later sprint to enable the base configuration (Refine) to be finalized prior to writing automation code.
- **Reports and Interfaces**– Reports and interfaces are also built against the base configuration during the Develop sprints and are scheduled for sprints after the gap analysis is done for the corresponding Model(s).
- **Data Conversion –** Data cleansing can begin in early sprints concurrent with the Define stage and Refine and Develop sprints. Data conversion relies on the base configuration in order to map to the new target fields. Often, the base configuration is also impacted by data conversion decisions, so data mapping occurs during Refine (backlog grooming) and Develop sprints. While elements of data conversion analysis can be tasked concurrent with base configuration, the conversion routine development and test conversions require the completion of the corresponding Refine sprints.

A given sprint may include one or more of the following: configuration, automation/validation, conversion activities, interface activities and/or reports. The goal is to deliver increments of working product functionality within each sprint. If a product backlog item/user story cannot be accomplished within a sprint, the team must break it down to units of work achievable within a sprint. In some cases, this may not be practical, for example an entire life cycle of a data conversion or interface being built within the duration of a single sprint. In these cases, the team will either break the work down into distinct increments or each sprint may have pieces of the conversion and interface activities, such as Data Mapping occurring in an early sprint, conversion development occurring in the next sprint, and a test conversion run in a later sprint.

Define Stage - Sprint Zero and Product Backlog Elaboration

The first sprint for the Release will consist of a Sprint 0 (which includes a backlog grooming) and backlog elaboration activity (Define stage). The purpose of Sprint 0 is for the LARA product owner and the project team to validate the packaged solution Models and elaborate the Product Backlog, prioritize stories, and create the overall solution architecture, Product Roadmap and Release Plan.

During Sprint 0 and prior to finalization of the Release Plan, the team will compare the elaborated backlog to the project scope as defined in this SOW (and Exhibits) to identify changes. If new or changed Must Have scope is identified during this sprint, the team will determine whether such items can be accommodated in the Release (through work share or assignment of equivalent backlog items to State resources) or whether a Change Notice is required to incorporate the new/changed Must Have scope.

In addition, during Sprint 0, the team must elaborate enough Product Backlog detail to meet the “definition of ready” for Sprint 1 Planning. The Product Owner will conduct subsequent Product Backlog elaboration sprints continuously, throughout the release, creating elaborating enough detail to drive the subsequent Sprints. The Product Owner is responsible for identifying and prioritizing product backlog targeted for the next sprint and elaboration work required to confirm the sprint backlog meets the *Definition of Ready* prior to the Sprint Planning session.

Sprint 0

To complete Sprint 0, Accela will facilitate working sessions and activities to further understand and define the licensing and regulatory functions for Professions and how these workflows and functions will be delivered using the agreed upon solution models (refer to Exhibit A for Model definitions). This business analysis will elaborate the specific user stories (product backlog items).

Integrations, imports, exports, conversions, and reports are identified during Sprint 0 from a functional perspective, in the context of the overall use cases/user stories.

Separate analysis for integrations (including imports and exports), conversions, and reports will commence during this phase following the Model validation sessions. These activities will complete the more detailed technical analysis, which often requires different participants than those in the business analysis sessions.

- For the conversion analysis, Accela staff will evaluate the data source for all anticipated licensing and regulatory functions.
- Accela will work with the LARA data owner to define the standard target data mapping to Accela for each Model, in addition, the team will identify data quality and cleaning tasks.
- Accela will define user stories for data conversion items. These user stories will be estimated and assigned points and prioritized as part of the product backlog.
- Similar to the conversions, Accela will identify and define conceptual solutions for interfaces, imports, exports, and reports. Accela will incorporate these items into the product backlog by defining associated user stories.

Definition of Ready

The criteria listed below define what the team considers readiness of backlog items for scheduling into a sprint during Sprint Planning.

- Story/PBI contains actors, problem, and value
- Story should fit in a sprint
- Story is appropriately documented and ready for building. For example, the team will use Accela Data Loader spreadsheets and/or specification templates as appropriate and the user story and/or elaborated task will also include the business rules for automation scripts. Supporting material for a story will be attached to the appropriate "cards" in TFS.
- For Refine sprints, the Accela Data Loader Templates for the Models and License Types associated to the Sprint/Stories are completed and loaded into the system
- Business value should be obvious, if not, it should be explicitly stated
- Story contains verifiable, explicit acceptance criteria
- Test case(s) for the story is written
- Story focuses on business goals, not solutions
- During Sprint 0, an automated test plan will be created by SOM staff. This test plan will include:
    - The frequency of automated test runs, and against which environment
    - A description of how test runs are scheduled and executed
    - A description of how stakeholders can view the results for each test run
    - An action plan if regressions are found
    - An action plan if false-positives are found

During Sprint 0 and ongoing Backlog elaboration and grooming, the Product Owner (with support from the scrum team) and the Business Analyst perform the following activities:

- Builds product backlog by entering the Epics, Capabilities, Features and User Stories and Acceptance Criteria into a mutually agreed tool (such as TFS).
- Prioritizes each PBI using the MoSCoW (***M****ust have*, ***should*** *have*, ***could*** *have*, and *Would like but* ***W****on't have)* framework.

- Defines and prioritizes new product backlog items (see Change Control section above for process)
- Identifies changes needed to existing backlog items (see Change Control section above for process)
- Continuously monitors relative priorities against the release plan (i.e., which PBIs are targeted for each sprint) and applies changes to the release plan (in collaboration with the Scrum Master)
- Identifies PBIs for the next sprint and elaborates sufficient details and tasks to confirm the sprint backlog meets the Definition of Ready prior to the Sprint Planning meeting
- Directs the scrum team in creation of test cases

Software development sprints shall begin after the completion of Sprint 0. The Product Owner in collaboration with the Accela Scrum Master and scrum team shall select sufficient work from the current Product Backlog for Sprint 1. Based on this selected work, the team will develop an initial sprint backlog, and enter into the build sprint phase of the release.

Refine and Develop Stage –Build Sprints

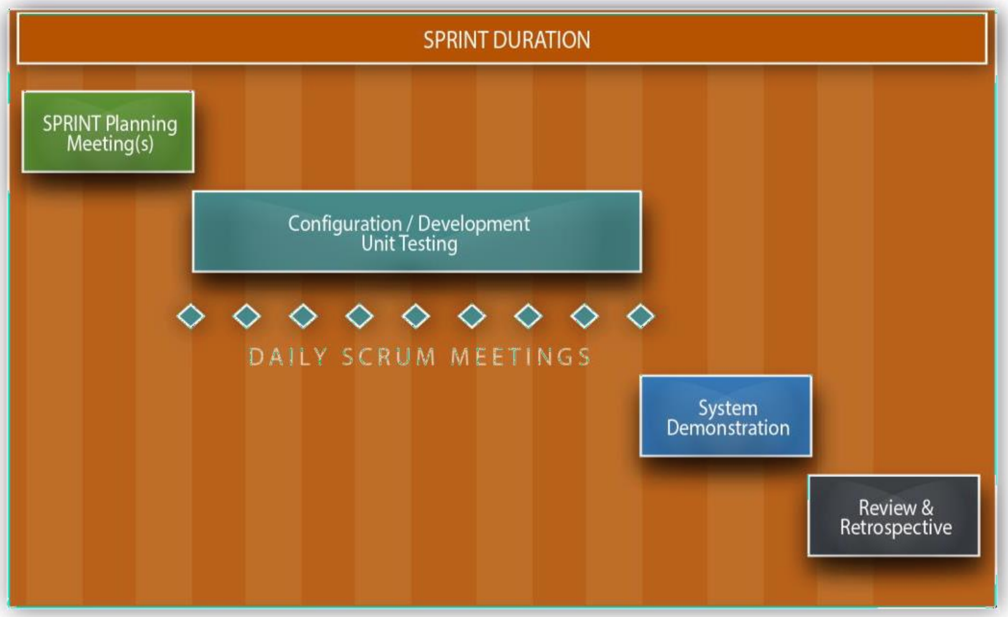
Refine and Develop (build) sprints commence following Sprint Zero and continue until the release backlog is complete and ready for the Deploy stage or “hardening” sprints.

Prior to the actual configuration or development occurring in a sprint, the team performs Sprint Planning to review the Product Backlog items assigned to the sprint, identify additional details surrounding each item and establish the tangible tasks to be completed by the team. The Scrum team establishes the sprint backlog based on Product Owner priorities and by an assessment of the team’s capacity during the sprint and performance (delivery velocity) from previous sprints. During Sprint Planning, the team commits to deliver a distinct set of user stories/product backlog items. Items not completed during the time-boxed sprint (as per the jointly defined Definition of Done and Acceptance Criteria) remain on the Product Backlog for scheduling in a future sprint.

Once the sprint begins, the sprint backlog cannot be changed. The Product Owner can add new requirements such as changes to a user story or changes/additions to Acceptance Criteria, to the Product Backlog, but not to the backlog items scheduled for completion within the sprint currently underway. If the new product backlog items cause the backlog to exceed the total initial product backlog size, equivalent items can be deprioritized (moved off the backlog) or a change order processed to incorporate additional build sprints into the project.

Throughout a sprint cycle, daily standup meetings will be scheduled with the implementation team to discuss what team members accomplished the previous day, plan to accomplish that day, and discuss any issues or roadblocks. At the end of sprint, final meetings will occur as a review and retrospective to discuss the completed sprint and determine what could be changed that might make the next sprint more productive. Each Sprint review session will be augmented with a technical review of the recently completed system functionality The technical review will provide knowledge transfer and include relevant documentation to the SOM technical team.

During backlog refinement (or grooming), the Product Owner can change the backlog (add, change, remove items) as long as the total effort (hours estimate or story points) does not exceed the initially planned backlog size.



The following outlines each of these key build sprint elements:

- **Sprint Planning Meeting** – No longer than 4 hours, held at the start of each sprint to discuss details for the tasks to be completed as part of the sprint's backlog. The following are the key objectives of this meeting:
    - Product Owner communicates the scope of work for the sprint, reviewing "ready" product backlog items to be done
    - The team assesses the work and negotiates with the Product Owner on which PBIs can be completed in the sprint.
    - The entire team prepares the sprint backlog by detailing the work (i.e., tasks) needed to finish the selected product backlog items. This includes:
        - Breakdown of the item into individual tasks,
        - Estimate of the time required to complete each task,
        - An allocation of the tasks within the development team.

- **Configuration, Development, and Unit Testing** – the team configures and/or develops based on the tasks assigned in the sprint backlog.

- **Automated End-to-End Testing** – Automated end-to-end tests will be developed and executed as a required in-scope activity to complete a User Story**.** These tests will cover the most critical code paths, as determined by the business.

- **Functional Testing** – Agency resources confirm the unit tested backlog items conform to the acceptance criteria defined for the user story. If an item passes functional testing, it is promoted to the Product Owner to indicate it is "done" and considered completed for the sprint.

- **Daily Scrum Meetings** – each day during a sprint, the team holds a daily scrum meeting

- All team members must come prepared
- The meetings should occur at the same time and place every day
- The meetings should be limited (i.e., timeboxed) to fifteen minutes
- Each team member answers the following questions:
  - What did I do yesterday that helped meet the sprint goal?
  - What will I do today to help meet the sprint goal?
  - Do I see any impediments that prevent me or the team from meeting the sprint goal?

Any impediment (stumbling block, risk or issue) identified in the daily scrum should be captured by the Scrum Master and an agreed person designated to working toward a resolution (outside of the daily scrum meeting). No detailed discussions should happen during the daily scrum.

The Daily Scrum enables the Scrum Master to track a sprint burndown chart that measures the current estimate of outstanding work required to complete each task in the sprint backlog against the total available time remaining in the current sprint. If there is a discrepancy, the development team and the Scrum Master must propose a corrective action plan to the product owner.

- **Sprint Review (Conference Room Checkpoint)**– the team presents the completed work to the Product Owner during the sprint review meeting held at the end of a sprint. The meeting is recommended to be no more than two hours in duration. The following key objective should be met:
  - The team reviews the work that was completed in the sprint duration. For items that have passed functional testing, the Product Owner assigns a completed status ("done").
  - The team also reviews planned work that was not completed. The Product Owner determines (outside of the sprint review meeting) how to re-prioritize any incomplete work for future sprints.

- **Sprint Retrospective Meeting** – the sprint retrospective meeting is mandatory and also held at the end of the sprint and is facilitated by the Scrum Master. The purpose of this meeting is to foster continuous improvement within the team. This meeting should also be no more than two hours in duration. The following questions should be asked to the entire team:
  - What went well during the sprint cycle?
  - What went wrong during the sprint cycle?
  - What could we do differently to improve?

  The improvement decisions made during the Retrospective meeting should be visibly tracked and implemented by the team during subsequent sprints.

Deploy Stage - Software Release to Production

Once the product backlog items targeted for a Release are complete, the scrum team will enter the Production Release sprints to complete user acceptance testing, code promotion to production, and final data conversion. During this project stage, final release testing (often referred to as "hardening or user acceptance testing") is the goal of testing activities. This effort is focused on confirming that the product increments delivered in each sprint interoperate as designed and that no new regression errors were introduced. Release sprints ready the results of the completed build sprints, enabling promotion of a new set of configurations into production release, encompassing the following activities:

- Code and configuration promoted to final staging environment (TEST)
- Release hardening and user acceptance testing
- Code promotion to production
- Final data conversion
- Production release and smoke test

During user acceptance testing/hardening sprints, the team will perform end-to-end test for the new configurations and regression tests where applicable against previously released functionality. The Product Owner is responsible for prioritizing the team's work on go-live critical defects in order to complete the project stage within the allocated sprint(s) (time box).

Like all of the previous testing done in the implementation approach, testers will utilize the test derived from the User Stories and Acceptance Criteria.

Conformance with the *Release* Definition of Done (which includes no Severity 1 2, or 3 defects open) constitutes the acceptance criteria for a Release. Defects are deviations from the Acceptance Criteria defined for the product backlog item. During the Release Hardening Sprint, Defects will be prioritized. Out-of-scope issues will be closed or deferred to a future release or post-production support backlog.

Warranty Period (90 days)

As described in the base contract, the warranty period is 90 calendar days. During the warranty period, the Contractor shall be responsible for fixing Severity 1 and 2 defects related to the system configuration performed by Accela. This section does not apply to defects in the base Accela Civic Platform application, which are subject to the existing Service Level Agreements.

The parties agree that the State will execute a mutually agreed test plan prior to go-live. The Warranty period is not intended to extend the project's testing cycle post go-live.

Accela will resolve defects of Severity 1, 2 & 3 found in the configuration performed by Accela in the first 90 days' post go-live during this period. For defects, the Contractor shall define the root cause of problems, recommend solutions and implement corrections.

Contractor Responsibilities:

- Resolve Severity 1, 2 & 3 defects reported by the State within 90 calendar days following go-live per the agreed process.
- Adhere to the State's established release management procedures, seeking approval for deployment of changes from the State's designated release manager.
- Report to SOM PM on non-warranty hours worked or planned on a weekly basis.

State Responsibilities:

- Provide technical and functional user support for Post Production support and monitoring.
- Develop and maintain a Post Production Issues List.

- Reproduce issues and determine initial classification, severity, and priority. For Defects associated with Accela's assigned configuration scope, notify Accela of the new defect by logging a Support Case in Accela Community and notifying the Accela PM/Scrum Master.
- Provide timely responses to Contractor's request for information.
- Designate a Release Manager and define, maintain, and enforce Release/Configuration Management process and standards for the Release.

Acceptance Criteria:

- Severity 1, 2 & 3 Defects identified within the 90-calendar day period are resolved and deployed to production.

If, during the Warranty Period, the State wishes to make its own optional changes to the configuration, then the State will be responsible for the Configuration Management activities. If it is determined that a reported Warranty issue is not a Severity 1 or 2 Defect or otherwise was caused by changes implemented by the State, Accela will be compensated for its time to diagnose the issue using Post Production (non-Warranty) Support hours. In addition, the State may request other non-Warranty support from Accela on an hourly basis. Non-Warranty support hours will be billed monthly by Accela at the $225/hour contractual rate.

• PROJECT STAFFING

Accela will commit the key personnel/resource types to the work defined in this statement of work. Before making personnel changes and as soon as a resource transition need is identified Accela will notify the State of Michigan (SOM) Project Manager. Accela will then present a resume and knowledge transfer/transition plan for the new resource to the State's project manager for mutual agreement prior to proceeding with the resource change. Unplanned project costs associated with resource transitions initiated by Accela are borne by Accela.

The table below defines key project roles and lists the named resources.

Project Role	Description and Qualifications	Assigned Resource
Project Manager / Scrum Master (Key Personnel)	Responsible for day-to-day project management and planning. Directs the activities of the Accela team. Facilitates daily stand ups, sprint planning, sprint review, and retrospective meetings. Removes obstacles impeding team progress. Possesses a minimum of 5 years project management experience for IT implementations.	Brian Berdanier (Accela)
Lead Consultant (Key Personnel)	Lead Consultant responsible for eliciting and translating State business requirements into actionable Accela solution designs. Possesses a minimum of 3 years' experience in a lead business analyst role for government software implementations.	TBD (Accela)
Senior Solution Architect (Key Personnel)	Provides oversight and advises the team in product solution approaches, conversion strategies, infrastructural and architectural issues, interface design, and configuration management. Possesses a minimum of 5 years technical implementation experience in the Accela Civic Platform.	Anthony Duarte (Accela)
Data Conversion Specialist	Provides conversion strategy consulting and prepares conversion specifications. Executes conversions and performs data reconciliation.	David Hedd (Accela)

	Possesses a minimum of 3 years' experience performing data conversion tasks and 1-year experience with Accela conversion.	
Automations Specialist	Provides automation oversight and leads the definition and development of automations. Possesses a minimum of 3 years' experience in defining and developing Accela automations.	TBD
Reporting Specialist	Provides report development oversight, including specification document development and report development in Crystal Reports and Accela Ad Hoc reporting. Possesses a minimum of 3 years' experience in report development for Accela government software implementations.	Lydia Lim

The designated Agency Product Owner is: Ben Parker
The designated SOM Project Manager is: Allen Drouare

- **PAYMENT MILESTONES**

Accela will perform the Services on a Milestone payment basis. Accela's total price to perform the Services and provide the Scope described herein is $2,800,000 (the "Fixed-Fee").
Accela is offering a onetime credit of 150,000 if this Change Notice is executed prior to Close of Business10/16/2020. If this timeline can be met Deliverable 26 (Hardening Phase (UAT) Complete) will be removed and the contract value reduced by $150,000 and Accela adjusted total price would become $2,650,000.
The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent as soon as Accela's Milestone Deliverable Acceptance Form, which includes Business Owner and Project Manager Acceptance, is signed by the Agency. Please note, the payment amount is not a one to one indication of the level of effort (LOE). Each payment milestone is burdened with Project Management and back office support and the amounts are designed to provide overall cash flow for the project duration.

The table below defines the payment milestones and acceptance criteria.

Number	Milestone Description	Acceptance Criteria	Payment Amount
Define Stage			
1	Project Kickoff	Project Kickoff Meeting, Initial Product Backlog Development, Working Project Schedule. Sprint 0 Complete	$100,000.00
2	Backlog Grooming Stage Complete for Group 1	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$90,000.00
3	Backlog Grooming Stage Complete for Group 2	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$90,000.00
4	Backlog Grooming Stage Complete for Group 3	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$90,000.00
5	Backlog Grooming Stage Complete for Group 4	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$90,000.00

6	Backlog Grooming Stage Complete for Group 5	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$90,000.00
Refine and Develop Stage			
7	Refine Stage Complete for Group 1	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$95,000.00
8	Development Stage Complete for Group 1	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$110,000.00
9	Refine Stage Complete for Group 2	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$95,000.00
10	Development Stage Complete for Group 2	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$110,000.00
11	Refine Stage Complete for Group 3	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$95,000.00
12	Development Stage Complete for Group 3	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$110,000.00
13	Refine Stage Complete for Group 4	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$95,000.00
14	Development Stage Complete for Group 4	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$110,000.00
15	Refine Stage Complete for Group 5	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$95,000.00
16	Development Stage Complete for Group 5	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$110,000.00
17	Automations 1-27 Complete	Automations (non-model specific/non-CoA Requirements) scripts completed and ready for UAT.	$100,000.00
18	Automations 28-55 Complete	Automations (non-model specific/non-CoA Requirements) scripts completed and ready for UAT.	$100,000.00
19	Report Specs 1-10 Complete	Agency has approved the Report Specs for Reports 1-10 (Specs are not Required for Low Complexity reports)	$60,000.00
20	Report Specs 11-20 Complete	Agency has approved the Report Specs for Reports 1-10 (Specs are not Required for Low Complexity reports)	$60,000.00

21	Reports 1-13 Complete	Reports 1-13 have been developed and have been unit tested against test data in the SUPP environment.	$105,000.00
22	Reports 14-25 Complete	Reports 14-25 have been developed and have been unit tested against test data in the SUPP environment.	$105,000.00
23	Interface Specs 1-3 Complete	Agency has approved the Interface Specs for interfaces 1-3 delivered by Accela.	$60,000.00
24	Interface 1-3 Complete	Interfaces 1-3 have been developed and delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$110,000.00
Deploy Stage			
25	Hardening Phase (UAT) Start	Release has been promoted to TEST environment and agreed upon test plan is ready to be executed.	$100,000.00
26	Hardening Phase (UAT) Complete	Completion of Hardening Sprints, Final Mock Conversion run, Production Cutover Plan and no open Sev. 1-2 defects	$150,00.00 Remove this payment millstone and dollars If contract is excuted by 10/16/2020
27	Go Live Complete & System Security Plan	Achieve Authority to Operate from Security and Release is promoted to Production environment	$137,500.00
28	90 Day Warranty Complete	90-day Post Go Live Warranty support complete and transition to Accela Customer Support. (See Warranty section above for details)	$75,000.00
Training			
29	Training Courses Complete	Following training course have been completed: 1. Civic Platform Intensive Course 2. Platform Ad Hoc Reporting Training 3. Civic Platform Event Manager Scripting Usage – Beginner Training	$62,500.00
If full contract execution is completed before COB 10/16/2020 TOTAL:		TOTAL:	$2,800,000.00: $2,650,000

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

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

- **ASSUMPTIONS**

- **Schedule Dependency on State Resources -** To meet the overall timelines of the project, LARA and Accela will adhere to the current mutually agreed schedule (baseline defined in section 2 above and agree that time is of the essence. For schedule changes or elaboration during Sprint Planning, Accela and LARA will determine task deadlines, to be documented in the Project Schedule and/or assigned during Sprint Planning for each sprint. Unless otherwise defined, Accela expects a single review cycle (i.e., submit, review, cure, accept) will be achievable for deliverables and PBI approvals. Second reviews will focus on defects and comments raised during the first review. Review process and timeline will be clearly defined during the elaboration of the baseline project plan.

- **Sprint Execution** – LARA, DTMB, and Accela will be responsible for maintaining the quality of the Sprint execution. This includes but not limited to the duration, scope, task completion, feedback, participation, and backlog grooming required for sprint readiness. Any impact by any party to the Sprint may require a Project Change Request to address the need for more resources (i.e. time) to complete the remaining sprints and project activities. Once the Sprints have been set, any changes to the scope of the sprint could result in the need for a Project Change Request to account for the additional Sprints needed.

- **Testing Execution -** LARA will be responsible for the build out and completion of the testing scripts used to validate system functionality against requirements in scope. Case identification and disposition (training, new requirement, or defect) will need to be agreed upon at the end of each day by the LARA Product Owner and Accela Scrum Master/PM. This will allow for the proper execution of priority work items for the team to resolve to successfully close out the Sprint.

- **Training Execution** – LARA will be responsible for assigning training resources at the beginning of the project so proper knowledge transfer and training can be planned an acted on as part of the Build Sprints. Any switch in team members may require the need for a project change request to account for missing time.

- **Data Conversion Execution** – LARA is responsible for the data cleansing and transformation of data into the target schema format. Accela will execute test runs of the data comparing it against the source dataset provided by LARA. Accela will share data anomalies and support LARA in modifying a data map if any are required.

- **Travel** – Due to the current pandemic there is no travel expected for this project. If circumstances change and both parties agree travel and on-site meetings can take place safely, we will use the change management process to establish a travel policy.

- .

OTHER GENERAL PROVISIONS

Projects Put on Hold
It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. In such a case, the Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the Statement of Work. If the Agency chooses to re-engage at a later date, Accela will provide a new Statement of Work with revised pricing.

When a project is put on hold, a Change Management process will be invoked to:
- Manage the ramp off of resources and safe-keeping of project artifacts
- Pro-rate and invoice for partially completed deliverables
- Transition and re-engagement of resources at the end of the hold period

When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Expiration
If the SOW is not executed by December 30th, 2020, or the project has not begun within 90 days of execution, the current scope and terms may be renegotiated.

Final Acceptance
Final Acceptance is defined as conclusion of the ninety (90) calendar day Warranty Period.

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc. Unless a change notice is excuted.

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

EXHIBIT A

All allocations listed below for each model, are applied/estimated for each License associated to the record type in that model.

Model B: Base

This Model includes up to 3 Record Types: Application, License, and Renewal.

Components included with the Application Record:

- 1 predefined Sequence and Mask
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (Page flow to be created and maintained by SOM)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)

   - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
  - Notification Generator (predefined)
  - Good Moral Character (selectable)
  - Disciplinary Actions (predefined)
  - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model BR: Base, Relicensure

This Model includes up to 4 Record Types: Application, License, Renewal, and Relicensure.

Components included with the Application Record:

- 1 predefined Sequence and Mask
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (Page flow to be created and maintained by SOM)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)

- Various predefined, selectable, and new Custom Field and List Subgroups:
  - Notification Generator (predefined)
  - Good Moral Character (selectable)
  - Disciplinary Actions (predefined)
  - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Relicensure Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
  - Notification Generator (predefined)
  - Good Moral Character (selectable)
  - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model BRT: Base, Relicensure, Temporary

This Model includes up to 5 Record Types: Application, License, Renewal, Relicensure, and Temporary License.

Components included with the Application Record:

- 1 predefined Sequence and Mask
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (Page flow to be created and maintained by SOM)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form

- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Disciplinary Actions (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

<u>Components included with the Relicensure Record:</u>

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Temporary License Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

<u>Components included with the Temporary License Record:</u>

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Internal Use Only L2K Data (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model BRS: Base, Relicensure, Specialty

This Model includes up to 6 Record Types: Application, License, Renewal, Relicensure, Specialty Application, and Specialty Renewal.

Components included with the Application Record:

- 1 predefined Sequence and Mask
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Specialty History Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code

- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Disciplinary Actions (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Relicensure Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Specialty Application Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Specialty Subgroup (new, not to exceed 15 fields) *
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Specialty Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Specialty Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model BRST: Base, Relicensure, Specialty, Temporary

This Model includes up to 7 Record Types: Application, License, Renewal, Relicensure, Temporary License, Specialty Application, and Specialty Renewal.

Components included with the Application Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Temporary License Subgroup 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *
    - 1 Specialty Subgroup (predefined)
    - 1 Custom Field or List Subgroup 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation

- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Specialty History Subgroup (predefined)
    - 1 Custom Field or List Subgroup 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Disciplinary Actions (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Relicensure Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)

- 1 Temporary License Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *
- 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Temporary License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Internal Use Only L2K Data (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Specialty Application Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Specialty Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Specialty Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)

- Good Moral Character (selectable)
- 1 Specialty Subgroup (predefined)
- 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model M: Modification

This Model includes 1 Record Type: Modification.

Components included with the Modification Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Modification (predefined)

*The Agency must provide data in the format required

Model C: Custom

This Model includes up to 2 additional Record Types beyond a standard (BRST/7) Model Record Type set.

Components included with the Custom Record:

The Exhibit A License – Model map identifies License Types that do not conform to any of the Models. These License Types are denoted as "custom". For the custom License Types, the following architectural assumptions apply:

Up to two additional Record Types, each with the following:

- 1 new Sequence and Mask, no scripting
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (not to exceed 10 requirement items) *
- 1 new Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 new Workflow
- 1 new Intake Form
- 1 new Page Flow (not to exceed 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)

- 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Automations

- For automations, not associated with CoA Requirements, we have assumed reuse of standard automations where possible and up to additional 60 automation items. Any automation for custom records will be deducted from the 60 Total.

Accela
civic good

EXHIBIT B
Proposed License to Model Matrix

License Type	Model	Group
Professional Boxer	Model BR	1
Amateur Mixed Martial Artist	Model BR	1
Matchmaker	Model BR	1
Professional Promoter - Business	Model BR	1
Professional Promoter - Individual	Model BR	1
Professional Mixed Martial Artist	Model BR	1
Judge	Model BR	1
Referee	Model BR	1
Timekeeper	Model BR	1
Mortuary Science - Trainee	Model BR	2
Funeral Home	Model BR	2
Mortuary Science Licensee	Model BR	2
Mortuary Science Courtesy License	Model B	2
TempMilitarySpouse-MortSci License	Model B	2
TempMilitarySpouse-MortSci Trainee	Model B	2
TempMilitary Souse-MortSci Courtesy Lic	Model B	2
Polygraph Examiners - Intern	Model B	3
Polygraph Examiners - Private Examiner	Model B	3
Polygraph Examiners - Public Examiner	Model BR	3
Polygraph Examiners - Out of State Examiner	Model BR	3
PEO	Model BR	3
PEO LTD	Model BR	3
PEO Group	Model BR	3
PEO Group Member	Model BR	3
Modification Record - Mailing Address	Custom	4
Modification Record - Physical Address	Custom	4
Security Guard Quarterly Report	Custom	4
System Alarm License Quarterly Report	Custom	4
License Verification (Per Profession, R-2) (modification)	Custom	4

License Reprint (Per Profession, R-2) (Modification)	Custom	4
Security Alarm - Contractor	Custom	5
Security Alarm Branch	Custom	5
Security Guard - Individual	Model BR	5
Security Guard Agency	Custom	5
Security Guard Agency Branch	Custom	5
Security Alarm Systems - Individual/Sole Proprietor	Model BR	5
Security Alarm Systems - Partnership/Corporation/LLC	Model BR	5
Transportation Network Company	Model BR	6
Taxicab Carrier	Model BR	6
Limousine Carrier	Model BR	6
Cemetery Regulation - Ten Acres or Less	Model BRS	7
Cemetery Regulation - Greater than Ten Acres	Model BRS	7
Crematory	Model BRS	7
Prepaid Funeral Providers	Model BR	7
Professional Investigator Agency	Custom	8
Professional Investigator Agency Branch	Custom	8
Warrantor Individual	Custom	8
Warrantor Company	Custom	8

Accela
civic good

EXHIBIT C
Baseline User Stories

See document titled, “Baseline – User Stories 20200622.xls.”

Baseline - User Stories 20200622.xlsx

EXHIBIT D
Baseline Reports List

See document titled, “Baseline Report List Final Counts 08202020.zip.”

Baseline Report List Final Counts 08202020.zip

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

CONTRACT CHANGE NOTICE

Change Notice Number **40**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	MULTI
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	May 26, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☒	2 years and 7 months	December 26, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$22,070,079.87	$1,359,000.00	$23,429,079.87		

DESCRIPTION

Effective 4/30/2020, this Contract is extended by 2 years and 7 months and 5, 1-year options are added. The following amendment is hereby incorporated into the Contract updating the Terms & Conditions, Service Level Agreements (SLAs), and Pricing. This Contract is also increased by $1,359,000.00 to provide licenses for LARA between 4/30/2020-4/29/2020. The revised Contract expiration date is 12/26/2022.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 7/30/2019.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Katherine Russman	517-284-5373	RussmanK@michigan.gov

STATE OF MICHIGAN

CONTRACT TERMS
Software as a Service (SaaS)

This Software as a Service Contract (this "**Contract**") is agreed to between the State of Michigan (the "**State**") and Accela, Inc. ("**Contractor**"), a California corporation. This Contract is effective on April 30, 2020 ("**Effective Date**"), and unless earlier terminated, will expire on December 26, 2022 (the "**Term**").

This Contract may be renewed for up to five (5) additional 1-year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. Definitions.

"**Accept**" has the meaning set forth in **Section 4.2(b)**.

"**Acceptance**" has the meaning set forth in **Section 4.2(b)**.

"**Action**" has the meaning set forth in **Section 13.1**.

"**Allegedly Infringing Features**" has the meaning set forth in **Section 13.3(b)(ii)**.

"Anonymized' means the removal of all uniquely identifiable data related to a user, a user device, or a user location.

"**Authorized Users**" means all Persons authorized by the State to access and use the Services through the State's account under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"**Availability Requirement**" has the meaning set forth in **Section 5**.

"**Business Day**" means a day other than a Saturday, Sunday or State Holiday.

"**Change Notice**" has the meaning set forth in **Section 2.2**.

"**Code**" has the meaning set forth in **Section 19.**

"**Confidential Information**" has the meaning set forth in **Section 10.1**.

"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 and execute any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the Statement of Work.

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

“**Contractor Personnel**” means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

“**Contractor Security Officer**” has the meaning set forth in **Section 2.5(a)**.

“**Contractor Service Manager**” has the meaning set forth in **Section 2.5(a)**.

“**Documentation**” means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

“**DR Plan**” has the meaning set forth in **Section 12(a)**.

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

“**Fees**” has the meaning set forth in **Section 8.1**.

“**Force Majeure Event**” has the meaning set forth in **Section 17**.

“**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, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this Contract, and includes any 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 9.1**.

“**Hosted Services**” has the meaning set forth in **Section 2.1(a)**.

“**Intellectual Property Rights**” means any and all rights comprising or relating to: (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 goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) 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 this Contract or any Statement of Work on or after the Effective Date of this Contract.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“**Loss**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. “Losses” has a correlative meaning.

“**Order Form**” means written orders provided by Contractor that sets forth the fees for the Hosted Services.

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

“**Personal Health Information (PHI)**” has the meaning set forth in **Section 9.1**.

“**Personally Identifiable Information (PII)**” has the meaning set forth in **Section 9.1**.

“**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.

"**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 period of time to fully restore the Hosted Services in the case of a disaster.

“**Reject**” has the meaning set forth in **Section 4.2(b)**.

“**Rejection**” has the meaning set forth in **Section 4.2(b)**.

“**Representatives**” means a party’s employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor’s Subcontractors.

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

"**Service Level Agreement**" means the service level agreement attached as **Schedule B** to this Contract, setting forth Contractor's obligations with respect to the hosting, management and operation of the Service Software.

"**Service Software**" means software-as-a-service ("SaaS") provided by Contractor to the State for which the State has purchased subscriptions as set forth in the applicable Order Form, which includes any and all software applications and any third party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing that Contractor provides remote access to and use as part of the Services.

"**Services**" has the meaning set forth in **Section 2**

"**Source Code**" means the human readable source code of the Service Software to which it relates, in the programming language in which the Service 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 Service Software.

"**Specifications**" means the specifications for the Services set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

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

"**State Data**" has the meaning set forth in **Section 9.1**.

"**State Modification**" has the meaning set forth in **Section 13.2(a)**.

"**State Project Manager**" has the meaning set forth in **Section 2.8**.

"**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**" has the meaning set forth in **Section 2.1(a)**. The Initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedule A-1, A-2, A-3, etc.

"**Subcontractor**" means any entity that performs any Services under this Contract and otherwise has the meaning set forth in **Section 2.4(a)**.

"**Support Services**" has the meaning set forth in **Section 6**.

"**Support Service Level Requirement**" has the meaning set forth in **Section 6**.

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

“**Transition Period**” has the meaning set forth in **Section 7.3.**

“**Transition Responsibilities**” has the meaning set forth in **Section 7.3.**

“**User Data**” means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. Services.

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract, an Order Form and each applicable Statement of Work, provide to the State and its Authorized Users the following services (“**Services**”):

(a) Hosted Services: the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”)as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract (each, a “**Statement of Work**”) or under a Change Notice for Contract No. 071B3200042; subject to the following:

(i) maintain the Availability Requirement set forth in the Service Level Agreement attached as **Schedule B** to this Contract;

(ii) provide maintenance and Support Services as set forth in the Service Level Agreement, attached as **Schedule B**;

(iii) implement and maintain the security requirements set forth in **Schedule C** to this Contract;

(iv) maintain a DR plan, which is attached as **Schedule D** to this Contract.

(b.) Professional Services: the professional services (“**Professional Services**”) to be provided by Contractor for the implementation and operation of the Service Software, Hosted Services, or SaaS and such other Professional Services as may be specified in the applicable Statement of Work or under a Change Notice for Contract No. 071B3200042 subject to the following:

(i) Performance Warranty. Contractor represents and warrants that its Professional Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract and the specifications set forth in the Statement of Work and any applicable Service Level Agreement. For any breach of this warranty, the State may, at its option, either terminate the Statement of Work immediately pursuant to the termination provision herein, or require Contractor to provide replacement personnel satisfactory to the State within thirty (30) calendar days of Contractor's receipt of notification from the State. Whether or not the departing Contractor Personnel are to continue working while Contractor attempts to find replacement personnel is at the sole discretion of the State. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge the State for those hours; otherwise, the State shall pay for all actual hours worked prior to the State's notification of a replacement request to Contractor.

(ii). State Standards. The Contractor must adhere to all existing standards as described within the listing of the State's public facing technology standards at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html . To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see Schedule G. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

2.2 Change Notices.

(a) Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice ("**Change Notice**") signed by both Parties, provided, however, that for any Hosted Services provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable, Order Form or similar document.

(b) In the event the Services are customizable, a more detailed change control process may be specified in the applicable Statement of Work. In such event, the change control process set forth in such Statement of Work shall control.

2.3 Compliance with Laws. Contractor must comply with all applicable Laws as they concern this Contract, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4 Subcontracting. Excluding subcontractors who are currently providing any Services under contract No. 071B3200042 as of the Effective Date of this Contract, Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent (except for subcontractors providing incidental non-material services), which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

(a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a “**Subcontractor**”) complies with all relevant terms of this Contract, including all provisions relating to State Data or other Confidential Information of the State;

(b) the State’s consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

(c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor’s employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor;

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

(i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and

(ii) a written confidentiality and restricted use agreement, giving the State rights at least equal to those set forth in **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security) and **Section 12** (Disaster Recovery) and containing the Subcontractor’s acknowledgment of, and agreement to, the provisions of **Section 2.5** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State’s request.

2.5 Contractor Personnel.

Notwithstanding anything to the contrary (1) the parties acknowledge and agree that there are no Key Personnel assigned under this Agreement and (2) Key Personnel can only be added to this Agreement by an amendment to this Agreement which has been executed by both parties.

Contractor will:

(a) subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of support requests and the Support Services (the “**Contractor Service Manager**”); and (ii) a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto

("**Contractor Security Officer**"); and (iii) Key Personnel, if applicable, who will be suitably skilled, experienced and qualified to perform the Professional Services;

(b) provide names and contact information for Contractor's Key Personnel in the Statement of Work;

(c) maintain the same Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's request pursuant to **Section 2.5(d)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor's reasonable control; and

(d) upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor. 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 termination of the Key Personnel's employment.

(e) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Section 7.1., Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(f) For the Unauthorized Removal of any Key Personnel designated in the Statement of Work, the credit amount will be $25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

(g) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the $25,000.00 credit specified above, Contractor will credit the State $833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $25,000 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed $50,000.00 per individual.

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

2.6 Management and Payment of Contractor Personnel.

(a) Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. . Contractor will initiate and complete a background check on any Contractor Personnel before they have access to State Data, State Systems or State facilities. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to work with State Data, State Systems or in State facilities. If requested by the State, and unless otherwise prohibited by law, Contractor will provide the State with the results of the background checks and the State shall follow and be liable for all applicable privacy laws. The results of background checks provided to the State, will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) or the equivalent per the local jurisdiction/state where the Contractor Personnel reside, and may include a National Crime Information Center (NCIC) Finger Print check. Background checks must comprise, at a minimum, references and criminal record, in accordance with applicable Law. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks.

2.7 Time is of the Essence. Contractor acknowledges and agrees that time is of the essence with respect to its obligations under this Contract and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Contract and each Statement of Work, is strictly required.

2.8 State Project Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to implementation of the Services (the "**State Project Manager**").

3. License Grant and Restrictions.

3.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) 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:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services but only as allowed under this Agreement, for the State's business purposes, including for Processing State Data;

(b) 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 Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Services under this Contract; and

(d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services 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 Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.3**.

3.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services 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 Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

3.3 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software. Such Fees will be Contractor's sole and exclusive remedy for any excess use of the Service Software.

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

4. Service Preparation, Testing and Acceptance.

4.1 Services Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make its Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

4.2 Testing and Acceptance.

(a) The State will be responsible for the testing of contracted services development as well as all product releases, updates and hotfixes. In addition, the State will test any activities conducted by

Contractor that impact the States hosted environment as well as any associated interfaces not previously identified

Unless otherwise stated in the Statement of Work, testing for contracted development will include user acceptance testing. Once the contents of a targeted release are complete, the project will be deployed to the State's lower environments enter the user acceptance test (UAT) period to complete code, interface and conversion testing prior to deployment to the State's production environment. This effort is focused on confirming that the product increments delivered in each sprint or phase interoperate as designed and that no new regression errors are introduced. The defects discovered during UAT will be classified as follows:

Severity Level	Description
1	Critical: The defect affects critical functionality or critical data. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.
2	Major: The defect affects major functionality or major data. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module, but the task is doable if 10 complicated indirect steps are followed in another module/s.
3	Minor: The defect affects minor functionality or non-critical data. It has an easy workaround. Example: A minor feature that is not functional in one module, but the same task is easily doable from another module.
4	Trivial: The defect does not affect functionality or data. It does not even need a workaround. It does not impact productivity or efficiency. It is merely an inconvenience. Example: Petty layout discrepancies, spelling/grammatical errors.

It is expected that Contractor will address all severity 1, 2, and 3 prior to release.

(b) In regards to testing of product updates, hotfixes and all other global changes to the hosted environment, the state will be provided reasonable notice of the update and be responsible for feature specific and regression test prior to deployment to production environment. Contractor will provide detailed release notes prior to deploying to the lower environments to ensure the State has the opportunity to develop focused test cases.

5. Service Availability. Contractor will make the Hosted Services available, as measured over the course of each calendar month during the Term, in accordance with the provisions set forth in the Service Level Agreement, attached as **Schedule B** to this Contract (the "**Availability Requirement**").

6. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Support Services**") in accordance with the provisions set forth in the Service Level Agreement, attached as **Schedule B** to this Contract (the "**Support Service Level Requirement**").

7. Termination, Expiration and Transition.

7.1 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 7.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) 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 7.2**.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination. Further, Contractor must pay all reasonable direct costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs.

7.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.3**. 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.

7.3 Transition Responsibilities 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: (a) continuing to perform the Services at the established Statement of Work rates; The Term of this Contract is automatically extended through the end of the Transition Period. Contractor may provide database extracts of all State hosted data filterable by each hosted instance which currently includes MSP, LARA, MI-LARA, MIMM and MHIS. Contractor may also use any tools or technology at its disposable to provide the State with extracts of any configuration or scripting or other code not already in the State possession or included in the database extract. Contractor may also provide any documentation including data dictionary, scheme, and other relevant documents.

7.4 Effect of Termination. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 7.3**.

(b) Except as necessary and to the extent required to carry out Transition Responsibilities, and as provided in **Section 7.4 (d)**, all licenses granted to State will immediately and automatically terminate and all licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any.

(c) Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 7.4(c)**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

(d) Notwithstanding any provisions of this Contract or any Statement of Work to the contrary, upon the State's termination of this Contract or any Statement of Work for cause pursuant to **Section 7.1**, the State will have the right and option to continue to access and use the Hosted Services , in whole and in part, for a period not to exceed one hundred and eighty (180) days from the effective date of such termination pursuant to the terms and conditions of this Contract and at mutually agreed-upon Fees.

7.5 Survival. The rights, obligations and conditions set forth in this **Section 7.5** and **Section 1** (Definitions), **Section** 7.4 (Effect of Termination; Data Retention), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section** 13 (Indemnification), **Section 14** (Limitations of Liability), **Section 15** (Representations and Warranties) **Section 16** (Insurance) for any claims made during the term of the Contract and **Section 20** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract, the applicable Order Form, the Service Level Agreement and the Statement of Work, the State shall pay the fees set forth therein, subject to such increases and adjustments as may be permitted pursuant to **Section 8.2** ("**Fees**").

8.2 Fees during Option Years. Contractor's Fees are fixed during the initial period of the Term. Contractor may increase Fees for any renewal period by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such renewal period. For any increase in fees, please see Schedule E. No increase in Fees is effective unless made in compliance with the provisions of this **Section 8.2**.

8.3 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

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

8.5 Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in Order Form. For any Professional Services, the Fees shall be set out in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice in both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

(a) clearly identify the Contract and purchase order number to which it relates, in such manner as is required by the State;

(b) list each Fee item separately;

(c) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;

(d) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;

(e) include such other information as may be required by the State as set forth in the Statement of Work; and

(f) Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

8.6 Payment Terms. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty-five(45) calendar days after receipt, provided the State determines that the invoice was properly rendered. 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.

8.7 State Audits of Contractor.

(a) During the Term, and for three (3) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term, and for three (3) years after, upon the State's request, Contractor must make such financial books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any such financial audit, and (b) conducts or causes to be conducted such financial audit in a manner designed to minimize disruption of Contractor's normal business operations. The State may take copies and abstracts of materials audited unless prohibited by law. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

8.8 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform its Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

8.9 Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

(a) timely renders all payments and amounts that are not in dispute;

(b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:

(i) the amount in dispute; and

(ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;

(c) works with Contractor in good faith to resolve the dispute promptly; and

(d) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 8.9** or any dispute arising therefrom

8.10 Availability and Support Service Level Credits. Contractor acknowledges and agrees that any credits assessed under the Service Level Agreement: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from not meeting the Availability Requirement or the Support Service Level Requirement, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. Credits may not exceed the total amount of Fees that would be payable for the relevant service period in which the credits are assessed.

8.11 Right of Set-off. 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.

9. State Data.

9.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; ; User access Data; and (b) the State's 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) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 9.1** survives termination or expiration of this Contract.

9.2 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) all State Data shall be located in the continental United States at all times; (c) 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; and (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 9.2** survives termination or expiration of this Contract. Notwithstanding the foregoing, Contractor may collect, use and disclose Anonymized data.

9.3 Backup and Extraction of State Data. Contractor will conduct, or cause to be conducted periodic back-ups of State Data at a frequency that will ensure the RPO requirements set forth in **Section 12(a)** of this Contract. All backed up State Data shall be located in the continental United States. Contractor must, within ten (10) 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.

9.4 Discovery. Contractor shall 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 Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall 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.

9.5 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, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five(5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This **Section 9.5** survives termination or expiration of this Contract.

9.6 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.

9.7 ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor's Service Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0, as ratified.

10. Confidentiality.

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

10.2 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 Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 10.2**.

10.3 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.

10.4 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.

10.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

11. Security. 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 C**.

12. Disaster Recovery and Backup. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

(a) maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of four (4) hours, and a Recovery Time Objective (RTO) of twenty four (24) 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 D**. 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 12**; and

(b) 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 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 under **Section 7.1(a)**.

13. Indemnification.

13.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

(a) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section 13.1** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 13.2(a)** through **Section 13.3(b)** and **Section 13.3**.

13.2 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the Hosted Services or Service Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written instructions and (ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b) use of the Hosted Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination.

13.3 Mitigation.

(a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 13.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

(i) procure for the State the right to continue to access and use the Services to the full extent contemplated by this Contract and the Specifications; or

(ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

(c) If neither of the remedies set forth in **Section 13.3(b)** is reasonably available with respect to the Allegedly Infringing Features 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:

(i) refund to the State any prepaid Fees for Services that have not been provided; and

(ii) in any case, at its sole cost and expense, pay a reasonable royalty for the State to continue using the Allegedly Infringing Features for a transition period of up to six (6) months to allow the State to replace the affected Services or Allegedly Infringing Features without disruption.

(d) The remedies set forth in this **Section 13.3** 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 pursuant to **Section 13.1** and **Section 13.2**.

13.4 <u>Indemnification Procedure</u>. This indemnification procedure applies to all indemnifications under this Contract and such indemnifications are conditioned upon the State providing Contractor (a) prompt notice Contractor in writing of any Action that does or is alleged to arise; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced, (b) reasonable cooperation to Contractor, and (c) grant Contractor sole and exclusive control of the defense and settlement (except as set for the below). The State is entitled to: (i) regular updates on proceeding status; (ii) employ its own counsel, at its own expense, and participate in the defense; (iii) retain control of the defense, at its own expense, of any portion of the claim to the extent that any principles of Michigan governmental or public law, or issues involving State employees, may be involved or challenged; and (iv) the right to consent (not to be unreasonably withheld, delayed or conditioned), to the settlement or entry of any judgment in or otherwise seek to terminate the defense any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 13**, 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.

13.5 THIS SECTION 13 STATES THE ENTIRE OBLIGATION OF CONTRACTOR WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT.

14. Limitations of Liability.

(a) Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

(b) Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY 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 FEES PAID (OR PAYABLE) BY THE STATE TO THE CONTRACTOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

(c) Exceptions. Subsections 14(c) (Limitation of Liability) above, will not apply to: (i) Fees awarded to or settled with a claimant under Section 13.2 for violations of IP and their attorney fees; (ii) Damages arising from either party's recklessness, bad faith or intentional misconduct; (iii) death or personal injury resulting from the negligent acts or omissions by Contractor, and (iv) Contractor's obligations under Section 9 of this Contract (Loss or Compromise of State Data, provided that any such liability under the subclause 14(c)(iv) in the aggregate shall be limited to $20,000,000. The parties agree that any damages relating to a breach of **Section 9.5** are to be considered direct damages and not consequential damages. Nothing herein will be construed to waive any law regarding sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

15. Contractor Representations and Warranties.

15.1 Authority and Bid Response. 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;

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

15.2 Software and Service Warranties. Contractor represents and warrants to the State that:

(a) Contractor 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;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable Law, including any Law relating to data privacy, data security or personal information; (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 by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Hosted 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 **Section 5**;

(f) 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;

(g) the Contractor Systems and Services are and should remain free of Harmful Code;

(h) 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;

(i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(j) 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 Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and 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; and

(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.

15.3 <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

16. Insurance.

16.1 <u>Required Coverage</u>.

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

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement equivalent to CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0, as per Contractor’s insurance policy.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> $5,000,000 General Aggregate	Contractor’s policy must follow form.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> $1,000,000 Each Claim $1,000,000 Annual Aggregate	Contractor must have their policy: (1) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u>	

$3,000,000 Each Claim $3,000,000 Annual Aggregate	

(b) Reserved.

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

(d) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days after the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 10 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

16.2 Non-waiver. This **Section 16** is not intended to and is not 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).

17. Force Majeure.

17.1 Force Majeure Events. Subject to **Section 17.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this 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 this 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.

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

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

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

(i) shutdowns, disruptions or malfunctions of the Contractor Systems 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 Contractor Systems; 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; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 12** (Disaster Recovery) or **Section 13** (Indemnification), or any Availability Requirement or Support Service Level Requirement.

18. Software Escrow and Option. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release**.**

(a) Deposit. Within 30 business days of the Effective Date, Contractor shall 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 shall deposit updated Source Code, documentation, names, and contact information with the Escrow Agent. ("Deposit Material" refers to material required to be deposited pursuant to this Section 18(b).)

(b) 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 18(a) above: (i) Contractor shall promptly deposit conforming Deposit Material; and (ii) Contractor shall pay the Escrow Agent for subsequent verification of the new Deposit Material. Any breach of the provisions of Section 18(b)(i) above 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 such other remedies as the State may have.

(c) 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 use as is necessary to maintain and support the Software. Copies of the Deposit Material created or transferred pursuant to this Agreement are licensed, not sold, and the State receives no title to or ownership of any copy or of the Deposit Material itself. The Deposit Material constitutes Confidential Information of Contractor pursuant to Section 10 of this Contract (provided no provision of Section 10.5 calling for return of Confidential Information before or at termination of this Contract will apply to the Deposit Material).

(d) Additionally, during the Term the State may at its option, negotiate with Contractor to convert from a Hosted Services environment to a Contractor's commercial off the shelf software products at no greater than the then current market rates.

19. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall 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**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory Statement of Works). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the State's rights of election, all rights and licenses granted to the State under this Contract will continue subject to the respective terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

20. General Provisions.

20.1 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.

20.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

20.3 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.

20.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:

2366 Camino Ramon Blvd.

E-mail: ahaggarty@accela.com

Attention: Aaron Haggarty

Title: Chief Legal Officer

If to the State:

525 W Allegan St, Lansing, MI 48933

E-mail: weissm4@michigan.gov

Attention: Matt Weiss

Title: Category Analyst - CONTRACT ADMINISTRATOR

Notices sent in accordance with this **Section 20.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5^{th}) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

20.6 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent, other than in accordance with an acquisition, merger, reorganization or a change of control transaction.. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.2**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. Any purported assignment, delegation, or transfer in violation of this **Section 20.6** is void.

20.7 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and 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.

20.8 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20.9 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20.10 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.

20.11 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 would 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 20.11**.

20.12 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., 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, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

20.13 Unfair Labor Practice. Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

20.14 Schedules All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference.

20.15 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.

20.16 Entire Agreement. This Contract, including all Statements of Work and other attached Schedules and Exhibits, together with the Statements of Work (SOWs) constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of any attached Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules; and (b) second, Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS 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 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. Notwithstanding anything to the contrary, Change Notice Numbers 28, 33, & 37 remain subject to the Contract No. 071B3200042 dated 12/27/2012.

SCHEDULE B
Service Level Agreement

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

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

"**Availability**" has the meaning set forth in **Section 4(a)**.

"**Availability Requirement**" has the meaning set forth in **Section 4(a)**.

"**Available**" has the meaning set forth in **Section 4(a)**.

"**Contractor Service Manager**" has the meaning set forth in **Section 3.1**.

"**Corrective Action Plan**" has the meaning set forth in **Section 5.6**.

"**Critical Service Error**" has the meaning set forth in **Section 5.4(a)**.

"**Exceptions**" has the meaning set forth in **Section 4.2**.

"**Force Majeure Event**" has the meaning set forth in **Section 6.1**.

"**High Service Error**" has the meaning set forth in **Section 5.4(a)**.

"**Hosted Services**" has the meaning set forth in **Section 2.1(a)**.

"**Low Service Error**" has the meaning set forth in **Section 5.4(a)**.

"**Medium Service Error**" has the meaning set forth in **Section 5.4(a)**.

"**Resolve**" has the meaning set forth in **Section 5.4(b)**.

"**Scheduled Downtime**" has the meaning set forth in **Section 4.3**.

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

"**Service Availability Credits**" has the meaning set forth in **Section 4.6(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 5.5**.

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

“**Service Period**” has the meaning set forth in **Section 4(a)**.

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

“**Software Support Services**” has the meaning set forth in **Section 5**.

“**State Service Manager**” has the meaning set forth in **Section 3.2**.

“**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 Request**” has the meaning set forth in **Section 5.4(a)**.

“**Support Service Level Requirements**” has the meaning set forth in **Section 5.4**.

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

2. Services.

2.1 Services. Throughout the Term, Contractor will, in accordance with all terms and conditions set forth in the Contract and this Schedule, provide to the State and its Authorized Users the following services:

(a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”);

(b) the Software Support Services set forth in **Section 5** of this Schedule;

3. Personnel

3.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the “**Contractor Service Manager”).**

3.2 State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the “**State Service Manager**”).

4. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services 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 99.8% 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 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 are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, 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 are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability.

4.2 Exceptions. No period of Hosted Service 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 4.3**.

4.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services 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.

4.4 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.

4.5 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 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 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.

4.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services 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 provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.8%	None
<99.8% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 4.6** will be applied in accordance with payment terms of the Contract.

(c) If the actual Availability of the Hosted Services 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.

5. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Section 5**. 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.

5.1 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 standard support hours of 7am until 9 pm Eastern Standard Time, Monday – Friday, excluding Accela's observed holidays.

(c) 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

(d) respond to and Resolve Support Requests as specified in this **Section 5.**

State Contacts: "State Contacts" are the individuals who will be the primary users of the Support Plan. You may designate up to two (2) the State Contacts for each agency and agree to let Contractor know if they change.

Your State Contacts will be responsible for:

1. Overseeing your State's support case activity,

2. Developing and deploying troubleshooting processes within your State's organization.

The State will ensure State Contacts:

A. Have at least one (1) contact with Administrator Training
B. Are knowledgeable about the State's configured solution in order to assist Contractor in analyzing and resolving technical issues.
C. Have a basic understanding of any problem that is the subject of a case, and if possible, have the ability to reproduce the problem in order to assist Contractor in diagnosing and triaging the problem.

Submitting a Case: State Contacts may submit cases via:

A. the online support portal by logging into the Contractor Success Community at https://success.accela.com and selecting Get Support > Submit a case or
B. a telephone call to Customer Support as described below (*For Severity Level 1 and Severity Level 2 issues, State must call Customer Support)*

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Contractor's discretion. Contractor is under no obligation to develop any future functionality or enhancements unless a fix is needed to meet one of the SLAs. If an update for the Service is made available to the State pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Contractor will schedule Updates during non-business hours and will provide the State with advance notice of all Updates. In emergency situations, Contractor may schedule Updates during business hours with advance notice.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact. Change of severity level requires mutual agreement by both the Contractor and the State.

The State Cooperation

Contractor must be able to reproduce errors in order to resolve them. The State agrees to cooperate and make its best effort with Contractor to reproduce errors, including conducting diagnostic or troubleshooting activities, implementation of fixes or updates previously provided by Contractor, or providing information as reasonably requested and appropriate. Also, the State Contacts may be asked to provide remote access to their Contractor account and/or desktop system for troubleshooting purposes.

For situations where the State is unable to reproduce or track down the origin of a reoccurring error given limited access to database infrastructure and diagnostic information Accela will continue to work on error resolution and give routine updates to the State.

Third Party Product Support

If any third-party software is not supplied by Contractor or designated sub-contractors, Contractor disclaims all support obligations for such third-party software, unless expressly specified by Contractor in the State's Agreement.

Technical Account Manager

Contractor will provide a technical account manager. The technical account manager will have knowledge of the State's system. They will also facilitate the following:

- Up to 36 hours a month of TA support
- The designated TA will only communicate with the dedicated tech person at State of Michigan
- The Services provided:
  - Scripting
  - Reporting
  - Configuration
  - System Architecture
  - Install/Upgrade
  - Solution Architecture / Solution Planning
  - Solution Optimization
  - SaaS Migration Consulting
  - Knowledge Transfer and Education
  - Long-term Agency initiative roadmap

The TAM is purchased on a time-based model, not a service-based model. The above services serve as an example of what the TAM can provide. The agency and the TAM will work together to decide the best path for the agency to gain the most value of their purchased services. Each task requested of TAM will have a time estimate and the TAM will help the agency prioritize and schedule the requests as part of the usage plan.

Excluded Services

Certain activities that include significant customization or otherwise beyond the scope of the engagement include, but are not limited to:

- Data Conversions
- Custom Application Development
- Interface Development

Monthly APO Data Loads

Contractor will provide monthly upload of APO data to the State's hosted environment. This must be requested following the methods outlined in the case submission process in this document. All APO load cases will be addressed as a Sev3 severity level case.

Exclusions

The following Support Exclusions are not covered by this Support Policy:

(a) Support required due to The State's or any End User's or third party's misuse of the Services;

(b) Support necessitated by external factors outside of Contractor's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point;

(c) Support of configuration changes, scripting, or data loss caused by the State. The exclusion will not apply in the event Accela, through a patch or update, has disabled or changed functionality without prior notification through release notes or other agreed upon communication methods.

(d) Support of or caused by the State's or the State's third party's equipment, software or other technology (other than third party equipment within Contractor's direct control);

Any support services falling within these Support Exclusions may be provided by Contractor at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by Contractor.

5.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services 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 5.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

(iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

5.3 Service Maintenance. Contractor will continuously maintain the Hosted Services 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, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this Schedule.

5.4 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 5.4** ("**Support Service Level Requirements**"), and the Contract.

(a) 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 Service Manager 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 Confirmation of receipt within One (1) business hour; upon confirmation of receipt, Contractor begins continuous work on the problem. Contractor will provide a workaround or fix or estimated completion date (provided however that continuous efforts must be made to deliver such work around or fix) within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with the issue diagnosis and testing during	• Issue affecting entire system or single critical production function; or • System down or operating in materially degraded state; or • Data integrity at risk; or • Designated by the State, and mutually agreed by Contractor, a Critical Support Request; or • Widespread access interruptions.

the resolution process.	
High Service Error Confirmation of receipt within four (4) business hours; Contractor will provide a workaround or fix or estimated completion date (provided however that continuous efforts must be made to deliver such work around or fix) within 14 business days after the problem has been diagnosed and/or replicated.	• Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error Confirmation of receipt within One (1) business day; Contractor will put forth its best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.	• Hosted Service is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error Confirmation of receipt within two (2) business days; Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.	• Request for assistance, information, or services that are routine in nature.

(b) 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 Or Resolve any Support Request Within the Corresponding**

			Required Resolution Time)
Critical Service Error	See Chart in 5.4(a)	See Chart in 5.4(a)	Three percent (3%) of the Fees for the month in which Contractor fails to meet the Service Level targets set forth in Section 5.4(a).
High Service Error	See Chart in 5.4(a)	See Chart in 5.4(a)	Two percent (2%) of the Fees for the month in which Contractor fails to meet the Service Level targets set forth in Section 5.4(a).
Medium Service Error	See Chart in 5.4(a)	See Chart in 5.4(a)	N/A
Low Service Error	See Chart in 5.4(a)	See Chart in 5.4(a)	N/A

(c) 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 Service Manager and Contractor's management or engineering personnel, as appropriate.

5.5 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 5.4(b)** ("**Service Level Credits**") in accordance with payment terms set forth in the Contract. Service Credits shall only apply to the extent an Error is submitted directly to Contractor's support services designated telephone support line.

5.6 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.

6. Force Majeure.

6.1 Force Majeure Events. Subject to **Section 6.3**, 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.

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

6.3 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 Contractor Systems 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 Contractor Systems; 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.

SCHEDULE C
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 **Section 1** 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.

"**Contractor Systems**" has the meaning set forth in **Section 5** 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). "**Hosted Services**" means the hosting, management and operation of the computing hardware, ancillary equipment, Software, networking, firmware, data, other services (including support services), subcontractors, 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.

"**NIST**" means the National Institute of Standards and Technology.

"**PSP**" means the State's IT Policies, Standards and Procedures

"**PCI**" means the Payment Card Industry.

1. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"). The Contractor Security Officer will be considered Key Personnel under the Contract.

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

2.1. maintain FedRAMP authorization for the Hosted Services throughout the Term, and in the event the contractor is unable to maintain FedRAMP authorization, the State may move the Software to an alternative provider, at contractor's sole cost and expense;

2.2. ensure that the Software is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, , including any backup and secondary systems as well as location where any disposal, processing or transmittal of data will occur and provide a complete listing of all data centers and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

2.3. 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 the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53 (most recent version) HIGH Controls using minimum control values as established in the applicable PSP;

2.4. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

2.5. take all reasonable measures to:

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

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;

2.6. ensure that State Data is encrypted in transit and at rest using AES encryption and a key size of 256 bits or higher;

2.7. ensure that State Data is encrypted in transit and at rest using currently validated encryption modules in compliance with FIPS PUB 140-2 (as amended) and that the State, at all times, has the encryption key. *Security Requirements for Cryptographic Modules;*

2.8. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;

2.9. ensure the Hosted Services implements FIPS/NIST compliant multi-factor authentication for privileged/administrative and other identified access in compliance with all applicable regulatory frameworks; and

2.10. assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.

3. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section 4**. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

4. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State systems through the Contractor Systems.

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

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

5.2. upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

5.3. if requested by the State, provide a copy of Contractor's FedRAMP System Security Plan to the State within thirty (30) days. The System Security Plan will be recognized as Contractor's Confidential Information.

6. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

7. PCI Compliance.

7.1. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the PCI Data Security Standard. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

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

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

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

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

7.6. The Contractor must provide the State's Contract Administrator with an annual Report on Compliance (ROC) or an Attestation of Compliance (AOC) if a ROC has not been completed, showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

Apttus__APTS_Agreement__c

SCHEDULE D
Business Continuity Plan

(Contractor’s Business Continuity Plan is included as an attachment)

SCHEDULE E
PRICING

Michigan Department of Licensing and Regulatory Affairs (LARA) Pricing

Table 1:

Deliverables	Base Years (Unit Price)			Option Years (Unit Price)				
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 4	Year 5
1. Renewal - Civic Solution	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800
2. New - Civic Solution	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800	$ 1,800
3. Technical Account Manager TAM	$ 99,000							

Years 1-3: Total Estimated Cost
(Actual cost will vary based on the quantity of licenses and TAM purchased)

Table 2:

Deliverables	Unit Price	Quantity	Base Years	Base Years	Base Years
			Year 1	Year 2	Year 3
1. Renewal - Civic Solution	$ 1,800	550	$ 990,000	$ 990,000	$ 990,000
2. New - Civic Solution	$ 1,800	150	$ 270,000	$ 270,000	$ 270,000
3. Technical Account Manager	$99,000	1	$ 99,000	$ 99,000*	$ 99,000*
Total			$1,359,000**	$1,359,000**	$1,359,000**

*Optional purchase at the discretion of the State.

** Updated to reflect that the annual increases for all Option Years may not increase more than the previous years' Consumer Price Index (CPI) or 3%, whichever is lower.

Michigan Department of Agriculture & Rural Development (MDARD) Pricing

Table 3:

Item Number	Description	Quarterly Price	Base Years			Option Years
			Year 1	Year 2	Year 3	Years 1-5
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support Renewal	$1,738.13	$6,952.50	$6,952.50	$6,952.50	$6,952.50
MR100AMODEP0601	Accela Mobile Office Department Site License Annual Maintenance and Support Renewal	$4,113.56	$16,454.25	$16,454.25	$16,454.25	$16,454.25
MR100DEPALC0601	Accela Licensing and Case Mgt Department Site License Annual Maintenance and Support Renewal	$8,111.25	$32,445.00	$32,445.00	$32,445.00	$32,445.00
HR100AMODEP0601	Accela Mobile Office Department Site License Managed Service Fees Renewal	$8,227.13	$32,908.52	$32,908.52	$32,908.52	$32,908.52
HR10AACASTA0601	Accela Citizen Access Department Site License Managed Service Fees Renewal	$3,476.25	$13,905.00	$13,905.00	$13,905.00	$13,905.00
HR10AALCDEP0601	Accela Licensing & Case Mgt Department Site License Managed Service Fees Renewal	$16,222.50	$64,890.00	$64,890.00	$64,890.00	$64,890.00
			$167,555.27	$167,555.27	$167,555.27	$167,555.27

Rate Card (All Agencies)

Deliverable	Rate
Development Support	$ 225 / hour

Notes:

1. All cost figures in **Tables 1-3** are a fixed fee amount.
2. The Rate Card above is locked in for the **Base Years** (1-3) of the contract. The **Base Years** of the contract and the Optional Years may not increase more than the previous year's Consumer Price Index (CPI) or 3%, whichever is lower.
3. The State is allowed ACA instances equal to the quantity of licenses purchased.
   a. The State of Michigan reserves the rights to add additional ACA instances as needed to manage the Accela environment.
   b. Each instance will include at a minimum a SUPP, TEST and PROD environment.
   c. Accela instances also include the use of Accela Document Services as needed by the State to support State systems.
   d. The State of Michigan is only required to purchase a single license per user to access any Accela instances within the State of Michigan Accela environment.
4. Michigan State Police (MSP) Motor Carriers will be able to purchase licenses at the rates above in **Table 1**.
5. Billing will be submitted monthly for LARA and MSP.
6. Billing will be submitted quarterly for MDARD (**Table 3**). MDARD may discontinue services in writing at any time. MDARD is not obligated to pay for services beyond the quarter in which services are discontinued.
7. All Agencies on the Contract will have access to Accela's Preferred SaaS Support purchased by LARA.
8. The State will not pay for any travel expenses, including but not limited to hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.
9. The State will not pay for any overtime.
10. Costs include all applicable taxes.
11. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; and (g) total price.

SCHEDULE F
(Order Form)

Accela

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by : John Yezza
Contact Phone : (630) 418-7282
Contact Email : jyezza@accela.com
Quote ID : Q-13541
Valid Through : 4/30/2020
Currency : USD

Quote

Address Information

Bill To:
State of Michigan Department of Technology Management and Budget
Tim Gajda
DTMB - Financial Services Accounts Payable P.O. Box 30026
Lansing Michigan, 48909
United States

Ship To:
State of Michigan Department of Technology Management and Budget
Tim Gajda
DTMB - Financial Services Accounts Payable P.O. Box 30026
Lansing Michigan, 48909
United States

Billing Contact : Tim Gajda
Billing Phone: (517) 335-6488
Billing Email: gajdat@michigan.gov

Services

Services	Start Date	End Date	Term (Mths)	Price	Qty	Net Total
Renewal - Civic Solutions	4/30/2020	4/29/2021	12.00	$1,800.00	550	$990,000.00
New - Civic Solutions	4/30/2020	4/29/2021	12.00	$1,800.00	150	$270,000.00
Technical Account Management-TAM	4/30/2020	4/29/2021	12.00	$99,000.00	1	$99,000.00
					Total	$1,359,000.00

Total Quote 1,359,000.00

--- End of Quote ---
Thank You

SCHEDULE G
(State's Acceptable Use Policy)

State of Michigan

Technical Standard

1340.00.130.02 ACCEPTABLE USE OF INFORMATION TECHNOLOGY

Issued: 04/03/2013
Revised: 09/05/2019
Reviewed: 12/10/2018

Next Review Date (1 yr): 09/05/2020

Authoritative Policy: [1340.00 Information Technology Information Security Policy](https://www.michigan.gov/documents/dmb/1340_193162_7.pdf)
(https://www.michigan.gov/documents/dmb/1340_193162_7.pdf)

Associated Procedures: n/a

Distribution: Statewide

PURPOSE

This statewide standard identifies acceptable use of information technology resources (IT Resources) to conduct state of Michigan (SOM) business and provides notice of expected User behavior. Unacceptable IT Resource use exposes the SOM to unwarranted risks, such as data breach, disruption of SOM network or application services, and other legal and liability issues. Unacceptable use may also consume IT Resource capacity and hinder SOM employees' ability to conduct business.

CONTACT/OWNER

Department of Technology, Management and Budget (DTMB)
Cybersecurity and Infrastructure Protection (CIP)

Michigan Cyber Security (MCS)

SCOPE

This standard applies to all users granted access rights to SOM IT Resources (Users).

STANDARD

ACCEPTABLE USE OF IT RESOURCES

IT Resources, including devices, networks, data, software, email, and system accounts, are provided to conduct official SOM business. Authorized Users must act within the scope of their employment, contractual, or other relationship with the SOM and must agree to use IT Resources efficiently,

responsibly, professionally, ethically, and lawfully, using approved applications, tools, and mechanisms. Users, regardless of their relationship with the SOM, as a condition of receiving access to SOM IT Resources, agree to abide by this standard, all applicable SOM policies and procedures, and all federal, state, and local laws.

Users must review these guidelines regularly. Failure to do so does not justify non-compliance.

UNACCEPTABLE USE OF IT RESOURCES

1. ILLEGAL USE

IT Resources may only be used for lawful purposes. Prohibited activity includes use that is illegal under local, state, or federal law; violates SOM or other applicable regulations, policies, or standards; compromises public safety or the privacy of legally protected personal information; is malicious; or is fraudulent.

Users must abide by all intellectual property laws. Downloading, duplicating, or distributing copyrighted materials without specific written permission of the copyright owner is not allowed. Users shall respect all licensing agreements.

2. ABUSE

IT Resource use interfering with work obligations or SOM business is prohibited. IT Resources shall not be used for purposes unrelated to the SOM's mission and objectives, unless specifically authorized by this standard and agency work rules or directives. Examples of inappropriate use include:

- For commercial or personal product advertisements, solicitations, promotions, or for-profit purposes; political fundraising or lobbying; promoting a social, religious, or political cause; or gambling, gaming, or online shopping.
- To access, send, receive, or store any obscene, pornographic, offensive, or excessively violent content.
- To send messages containing unwelcome advances, profanity, or discriminatory or harassing remarks.
- To send hate mail or chain mail.
- To download entertainment software, music, movies, television shows, video-sharing content, or other similar files.

Users shall not download or install any software (including shareware and freeware) unless authorized by DTMB. No SOM-owned or -licensed software may be installed, copied, or used on non-SOM equipment unless expressly approved by DTMB.

Users shall not divulge or release any confidential information to the public that is not available to members of the general public. This does not prohibit disclosing a violation or suspected violation as authorized in Civil Service Commission Rule 2-10, unless otherwise prohibited.

Incidental personal use of IT Resources during lunch or break times may be authorized in agency work rules or directives, but shall not interfere or conflict with a User's work obligations or SOM business and must comply with all applicable SOM policies.

3. SOCIAL NETWORKING

Users shall not establish a state of Michigan Social Media site unless they follow 1340.00.130.03 Social Media Standard. Users shall not misrepresent their relationship with the SOM, imply SOM endorsement of products or services of a non-SOM entity, or give the impression that they are representing, giving opinions, or speaking on behalf of the SOM, unless part of

their legitimate job duties. When indicating place of employment as "State of Michigan" on personal social media websites, Users shall not represent their personal opinion as that of an agency or the SOM, including linking to official SOM websites within personal social media accounts or using state logos or graphics.

Users are responsible for any online activity conducted with SOM email addresses. Users must recognize that their SOM email address associates them with the SOM.

Some Internet sites may impose Terms of Service agreements that are unacceptable to the SOM, such as indemnification clauses or agreements to be sued in other states. When accessing these sites without specific SOM authorization, the User accepts such terms solely in a personal capacity and is personally and solely responsible for any legal claims arising from an agreement "signed" by clicking to agree on the terms of service.

4. SECURITY

Users must follow all applicable security policies and standards and are responsible for the reasonable (1) physical security and protection of their IT Resources and devices and (2) protection and use of granted access. Users shall not reveal to or allow use of their accounts or passwords by others, including family members. Users shall not leave workstations, devices, or IT Resources unattended without engaging password protections.

Users must maintain the security of SOM data. Providing unauthorized persons any information that is sensitive or protected by law; unauthorized posting of SOM information to external newsgroups, bulletin boards, or other public forums; sharing personal information about another person unless part of legitimate job duties; and storing SOM information in public storage services without DTMB approval are prohibited.

Users also shall not:

- Interfere with the normal operation of any IT Resource.
- Act to disrupt systems or cause unnecessary network congestion or application delays.
- Try to compromise or cause intentional damage or loss to SOM systems or data.
- Modify or circumvent security safeguards or access controls.
- Use tools or utilities to reroute traffic on, scan, probe, or attack a network.
- Intercept or try to intercept any data transmissions without authorization.
- Use unauthorized peer-to-peer (P2P) networking, file sharing, instant messaging or Internet Relay Chat (IRC) applications or services.
- Forward SOM email messages to personal email accounts that would create unacceptable privacy, security, or compliance risks.

- Use non-DTMB approved email servers or services to conduct SOM business.
- Use any unauthorized remote control software, tools, or services on any internal or external devices or systems not set up by DTMB.
- Store SOM data in public storage services, unless approved by DTMB.
- Post SOM information to external newsgroups, bulletin boards, or other public forums, unless authorized.
- Send unsolicited email messages, including junk mail or other advertising material, to individuals who did not specifically request such material.
- Install or attach any unauthorized equipment to an IT Resource without approval of DTMB and the resource owner, (e.g., wireless access points, modems, disk drives, external hard drives, networking devices, personal mobile devices or computers, etc.). Unauthorized equipment will be confiscated.
- Intentionally modify, damage, or remove IT Resources owned by the SOM without authorization from DTMB and the IT Resource owner.
- Intentionally modify, disable, test, or circumvent any IT Resource security controls without authorization.
- Intentionally causing a security incident resulting in a loss of data confidentiality or integrity or a disruption or denial of availability.
- Circumvent user authentication or compromise the security of a host, network, or account.
- Seek or enable unauthorized access to any computer system, application or service.
- Intentionally seek information on, obtain copies of, or modify files, data, or passwords of other Users.
- Impersonate or fraudulently represent other Users on the network.
- Try to access any computer account or part of the SOM's network to which they are not authorized.
- Participate in activities that promote computer crime or misuse, including posting on internal or external sites; disclosing passwords, credit card, or account numbers; and revealing system vulnerabilities.

Try to circumvent this standard by using anonymous proxies, software or hardware; use software or websites to hide Internet activity; or use devices or utilities to remove or camouflage information of evidentiary value.

5. ACCOUNTABILITY

All SOM business functions must be conducted on equipment approved for type of work being completed. The use of private email for conducting state business within the executive branch of state government is prohibited. State email accounts must not be used for non-state activity.

No Presumption of Privacy

Data is a valuable SOM asset that must be protected. Any data Users create, store, process, or send using SOM IT Resources remains the property of the SOM. The SOM cannot guarantee the confidentiality or privacy of Users, unless applicable law provides differently. Users have no expectation of privacy in their use of SOM-provided email, instant messaging, computing equipment, Intranet or Internet access, or other SOM information systems.

The SOM actively monitors IT Resources to ensure compliance with policy. This includes real-time monitoring of network traffic; the transfer of data created, sent, received or stored on IT Resources; and other monitoring and auditing the SOM may deem necessary. The SOM also blocks unauthorized internal and external traffic and services that may cause risk to IT Resources. Any evidence of illegal activity or unacceptable use discovered during monitoring or reviews may be provided to SOM management or law enforcement organizations.

Electronic records may also be available for public distribution under the Freedom of Information Act (FOIA).

The SOM may require Users to surrender to SOM authorities any IT Resources (state-owned or personal) that have been used to conduct SOM business or on the SOM's network, in response to discovery orders from a court of law; information holds from the Agency or Attorney General; acceptable use or cybersecurity-incident investigations by the SOM; or FOIA Requests.

Inadvertent or Erroneous Use

Users inadvertently directed to a website that violates laws, regulations, polices or this standard may claim erroneous use by immediately reporting to managers when unintentional misuse occurs. Self-reporting is encouraged and may be done without consequence in demonstrated cases of inadvertent use.

Responsibilities

- **Agencies** shall communicate this standard to all Users, ensure that users read and understand this standard, and develop processes to certify and document User acceptance.
- **Users** shall read this standard, understand its expectations, and follow its provisions. Each User shall acknowledge receipt of this standard and any agency-specific addenda. Each User shall report all violations to their manager or Agency contact, who must report all violations to Michigan Cyber Security (MCS).
- **Agents, contract staff, vendors, and volunteers who use IT Resources** shall follow and acknowledge awareness of this standard.
- **Managers or Directors** shall require all Users under their management to read and acknowledge this standard and abide by its provisions.
- **Agency Human Resources** shall support managers as needed in assuring awareness and enforcement of this standard.

- **DTMB Information Technology Staff** shall report suspected violations of this standard found in system support activity to MCS and assist MCS with audits and enforcement actions.
- **Michigan Cyber Security (MCS)** shall receive and document reports of suspected abuse from any source and respond as necessary. MCS shall supervise periodic system and network audits for abuse and compliance with this standard. MCS shall report abuse to Agency Human Resources, internal auditors, and appropriate law enforcement officials when appropriate. MCS shall also assist in preserving digital forensic evidence.
- **DTMB Procurement, Contract Administrators, and Project Managers** shall ensure contracts obligate contractors to comply with all applicable IT policies, standards, and procedures and that appropriate compliance activities occur.

EFFECT

The standard sets minimum expectations for all SOM IT Resources. Agency work rules supporting this standard may provide departmental guidance on how violations are handled. SOM agencies may implement policies on IT Resources consistent with this standard and may implement more restrictive standards on IT Resources with prior coordination with MCS.

All employees must realize that misuse or abuse of IT Resources may lead to agency investigation and criminal, civil, or legal actions and discipline, up to and including discharge. IT Resources may be removed from a work area for analysis.

APPROVING AUTHORITY

Tricia L. Foster, Director **Revised: 9/5/2019**

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **39**

to

Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	March 26, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐	2-month	☒		May 26, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$22,070,079.87	$0.00	$22,070,079.87

DESCRIPTION

Effective 3/26/2020, this Contract is hereby extended by 2 months to May 26, 2020.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 7/30/2019.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Katherine Russman	517-284-5373	RussmanK@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **38**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	MULTI
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
December 27, 2012	December 26, 2017	2 - 1 Year	March 26, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

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

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$21,870,079.87	$200,000.00	$22,070,079.87

DESCRIPTION

Effective 1/6/2019, this Contract is hereby increased by $200,000.00 to cover FY2020 Michigan Department of Agriculture & Rural Development (MDARD) costs outlined in Change Notice 37.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Katherine Russman	517-284-5373	RussmanK@michigan.gov

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

CONTRACT CHANGE NOTICE

Change Notice Number **37**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Various	MULTI
Contract Administrator	Matt Weiss	DTMB
	(517) 256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☒	3-months	March 26, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$21,108,954.87	$761,125.00	$21,870,079.87

DESCRIPTION

Effective 12/26/2019, this Contract is extended by 3 months; and is increased by $761,125.00. The revised Contract expiration date is 3/26/2020. The additional funds will cover the following amendment modifying Change Notice 33, and dividing the LARA MiPLUS phase 3 project into two separate Go-Lives: 3A and 3B. A PO will not be submitted against this Contract for these additional funds until FY21 as they will not be necessary until then.

Also incorporated into this Contract is new pricing for MDARD. The new pricing will be effective 12/26/2019 to align with the Contract. Services will not be interrupted between the current expiration of 12/23/2019 and the new start date of 12/26/2019.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 7/30/2019.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Katherine Russman	517-284-5373	RussmanK@michigan.gov

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: LARA Accela –BPL MiPLUS Phase 3	
Requesting Department: LARA – Bureau of Professional Licensing	**Date:** 11/19/2019
Agency Project Manager: Chris Matthews	**Phone:** (248) 459-1015
DTMB Contract Compliance Inspector: Tracey Holland	Phone: (517) 284-5304

BACKGROUND
Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All the terms and conditions of the original agreement, as modified by Change Notice 1 through Change Notice 37 ("Base Contract") will remain in effect unless modified by this Statement of Work (SOW).

PROJECT OBJECTIVE
The purpose of this change request is to modify the ongoing project engagement between Accela and the State of Michigan as defined by Change Notice 33. This project is Phase 3 of the licensing modernization project underway at the Bureau of Professional Licensing (BPL) also known as MiPLUS Phase 3. The Change Notice will document the division of the MiPLUS phase 3 project into two separate Go-Lives of 3A and 3B and will extend the contract completion date by 6 months. The goal in splitting the project is to reduce the risk of deploying all 27 professions at once.

SCOPE OF WORK
1. The Department has requested to split the project into two separate Go Lives of 3A and 3B which has resulted in extending the completion date by 6 months. Accela will provide an additional Go Live period to include a second 3-month UAT and 90-Day Warranty period and in addition will provide 2 full mock conversion runs and a final conversion run. The addition of a second go-live will also include the necessity of updating all reports and interfaces for the professions included in the second Go Live period.

2. The following defined deliverables will be now be included for Go Live 3A and Go Live 3B.
   - Go Live 3A – July 2020
     - 3-month UAT
     - 2 full Mock Conversion runs
     - 1 Final Conversion run for Go Live
     - 90 Day Warranty period

- Go Live 3B – October 2021
  - 3-month UAT
  - 2 full Mock Conversion runs
  - 1 Final Conversion run for Go Live
  - Report Updates
  - Interface Updates
  - 90 Day Warranty period

3. The following table shows the updated list of professions to be developed and released per phase:

PROFESSIONS BY RELEASE			
Health	**Phase**	**Occupational**	**Phase**
Acupuncture	3A	Architects	3A
Athletic Trainer	3A	Engineers, Professional	3A
Marriage & Family Therapy	3A	Real Estate Broker/Salesperson	3A
Massage Therapy	3A	Surveyors, Professional	3A
Nursing Home Administrator	3A		
Psychology	3A		
Qualified Interpreter	3A		
Speech-Language Pathology	3A		
Audiologist	3B	Accountancy	3B
Chiropractic	3B	Appraisal Management Company (AMCs)	3B
Counseling	3B	Real Estate Appraisers/Continuing Education	3B
Occupational Therapy	3B	Collection Agencies	3B
Physical Therapy	3B	Hearing Aid Dealers	3B
Respiratory Care	3B	Landscape Architects	3B
Sanitarian	3B	Personnel Agencies	3B
Social Worker	3B		

ASSUMPTIONS:

- All responsibilities laid out in the Base contract remain. This includes:
  - Data Conversion
  - Testing

- Configuration and Scripting

PROJECT SCHEDULE:

1. Extend project schedule by 6-months, with completion at the end of second the 90-day warranty period in January of 2022.

PROJECT CONTROL AND REPORTS:

Accela will manage in accordance with the current project controls.

PAYMENT MILESTONES

This is a FIXED FEE CHANGE NOTICE in the amount of **$761,125** which includes additional Milestones M58, M59, and M60. Below is a list of the updated Milestones with Acceptance Criteria:

Number	Milestone Description	Acceptance Criteria	Payment Amount
Define Stage			
1	Project Kickoff	Project Kickoff Meeting, Initial Product Backlog Development, Working Project Schedule.	$175,000.00
2	License to Model Workshop complete	Project Training Bootcamp, license to Model Home mapping workshops complete	$30,000.00
3	Backlog Grooming Stage Complete for Group 1	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
4	Backlog Grooming Stage Complete for Group 2	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
5	Backlog Grooming Stage Complete for Group 3	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
6	Backlog Grooming Stage Complete for Group 4	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
7	Backlog Grooming Stage Complete for Group 5	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
8	Backlog Grooming Stage Complete for Group 6	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
9	Backlog Grooming Stage Complete for Group 7	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
10	Backlog Grooming Stage Complete for Group 8	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
11	Backlog Grooming Stage Complete for Group 9	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
12	Backlog Grooming Stage Complete for Group 10	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
13	Backlog Grooming Stage Complete for Group 11	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
14	Backlog Grooming Stage Complete for Group 12	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00

Number	Milestone Description	Acceptance Criteria	Payment Amount
15	Backlog Grooming Stage Complete for Group 13	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
Refine and Develop Stage			
16	Refine Stage Complete for Group 1	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
17	Development Stage Complete for Group 1	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
18	Refine Stage Complete for Group 2	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
19	Development Stage Complete for Group 2	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
20	Refine Stage Complete for Group 3	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
21	Development Stage Complete for Group 3	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
22	Refine Stage Complete for Group 4	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
23	Development Stage Complete for Group 4	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
24	Refine Stage Complete for Group 5	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
25	Development Stage Complete for Group 5	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
26	Refine Stage Complete for Group 6	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
27	Development Stage Complete for Group 6	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
28	Refine Stage Complete for Group 7	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
29	Development Stage Complete for Group 7	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
30	Refine Stage Complete for Group 8	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
31	Development Stage Complete for Group 8	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
32	Refine Stage Complete for Group 9	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements	$100,000.00

Number	Milestone Description	Acceptance Criteria	Payment Amount
		(CoA) Definitions, Conference Room Checkpoint.	
33	Development Stage Complete for Group 9	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
34	Refine Stage Complete for Group 10	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
35	Development Stage Complete for Group 10	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
36	Refine Stage Complete for Group 11	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
37	Development Stage Complete for Group 11	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
38	Refine Stage Complete for Group 12	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
39	Development Stage Complete for Group 12	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
40	Refine Stage Complete for Group 13	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
41	Development Stage Complete for Group 13	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
42	Automations 1-35 Complete	Automations (non-model specific/non-CoA Requirements) scripts completed and ready for UAT.	$65,000.00
43	Automations 36-70 Complete	Automations (non-model specific/non-CoA Requirements) scripts completed and ready for UAT.	$65,000.00
44	Reports 1-15 Complete (3 new and 12 updates)	Reports 1-15 have been developed and delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$50,000.00
45	Interface Specs 1-4 Complete	Agency has approved the Interface Specs for interfaces 1-4 delivered by Accela.	$40,000.00
46	Interface Specs 4-8 Complete	Agency has approved the Interface Specs for interfaces 5-8 delivered by Accela.	$40,000.00
47	Interface 1-4 Complete	Interfaces 1-4 have been developed and delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$35,000.00
48	Interface 4-8 Complete	Interfaces 5-8 have been developed and delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$45,000.00
49	Interface updates Complete	Existing interface updates have been delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$35,000.00
Deploy Stage			

Number	Milestone Description	Acceptance Criteria	Payment Amount
50	Hardening Phase (UAT) Start	Release has been promoted to TEST environment and agreed upon test plan is ready to be executed.	$60,000.00
51	Hardening Phase (UAT) Complete	Completion of Hardening Sprints, Final Mock Conversion run, Production Cutover Plan and no open Sev 1-3 defects	$50,000.00
52	Go Live Complete	Release is promoted to Production environment	$160,000.00
53	90 Day Warranty Complete	90-day Post Go Live Warranty support complete and transition to Accela Customer Support. (See Warranty section above for details)	$60,000.00
Enhancements			
54	Record Updates	Make updates to the existing records to accommodate other professions.	$45,000.00
55	Phase I Retrofit	Retool the Phase 1 Nursing records to align with other Health Profession License Types. This includes incorporating Registered Nurse and Licensed Practical Nurse into the configurable scripts put in place as part of Phase 2.	$69,000.00
Training			
56	Five, 1-day end user training One 1-day code knowledge transfer to agency maintenance team.	Completion of five, 1 day on site end user training sessions Completion of One 1-day code knowledge transfer to agency maintenance team	$35,570.00
Phase 3A & 3B Deliverables			
58	Phase 3A - 90 Day Warranty Complete	90-day Post Go Live Warranty support complete.	$284,625.00
59	Phase 3B UAT	Release has been promoted to TEST environment and agreed upon test plan is ready to be executed. Completion of Hardening Sprints.	$355,500.00
60	Phase 3B - 2nd Go Live Activities	Final Conversion run. Production Cutover Plan and no open Sev 1 or Sev 2 defects. Reports and Interfaces updated. Release to Production.	$121,000.00
		Total	$5,460,695.00

TRAVEL AND EXPENSES

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

STATE RESPONSIBILITIES AND ASSUMPTIONS

Per the contract or as described in other sections.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work may be performed both remotely and on-site per a base contract.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS

Per the base contract.

Michigan Department of Agriculture & Rural Development (MDARD) Pricing

Table 3:

Item Number	Description	Quarterly Price	Base Years			Option Years
			Year 1	Year 2	Year 3	Years 1-5
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support Renewal	$1,738.13	$6,952.50	$6,952.50	$6,952.50	$6,952.50
MR100AMODEP0601	Accela Mobile Office Department Site License Annual Maintenance and Support Renewal	$4,113.56	$16,454.25	$16,454.25	$16,454.25	$16,454.25
MR100DEPALC0601	Accela Licensing and Case Mgt Department Site License Annual Maintenance and Support Renewal	$8,111.25	$32,445.00	$32,445.00	$32,445.00	$32,445.00
HR100AMODEP0601	Accela Mobile Office Department Site License Managed Service Fees Renewal	$8,227.13	$32,908.52	$32,908.52	$32,908.52	$32,908.52
HR10AACASTA0601	Accela Citizen Access Department Site License Managed Service Fees Renewal	$3,476.25	$13,905.00	$13,905.00	$13,905.00	$13,905.00
HR10AALCDEP0601	Accela Licensing & Case Mgt Department Site License Managed Service Fees Renewal	$16,222.50	$64,890.00	$64,890.00	$64,890.00	$64,890.00
			$167,555.27	$167,555.27	$167,555.27	$167,555.27

Notes:

1. All cost figures are a fixed fee amount.
2. The pricing above is locked in for the **Base Years** (1-3) of the contract. After the **Base Years** of the contract, all rates may not increase more than the previous year's Consumer Price Index (CPI) or 3%, whichever is lower.
3. Billing will be submitted quarterly for MDARD. MDARD may discontinue services in writing at any time. MDARD is not obligated to pay for services beyond the quarter in which services are discontinued.
4. The State will not pay for any travel expenses, including but not limited to hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.
5. The State will not pay for any overtime.
6. Costs include all applicable taxes.

7. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; and (g) total price.

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

CONTRACT CHANGE NOTICE

Change Notice Number **36**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

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

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$21,108,954.87	$0.00	$21,108,954.87

DESCRIPTION

Effective 7/9/2019, the following pricing matrix is hereby incorporated into the contract to add Year 6 maintenance and hosting services pricing to the scope for the Michigan Department of Agriculture and Rural Development (MDARD). The renewal term is 6/24/19-12/23/19.

No additional funding is needed at this time; existing funds are adequate to support this change.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Katherine Russman	517-284-5373	RussmanK@michigan.gov
	Kevin Rosinski	517-284-5304	rosinskik@michigan.gov

Accela

Quote

Main:	Remit To:
Accela, Inc.	Accela, Inc.
2633 Camino Ramon	# 774375
Ste. 120	4375 Solutions Center
San Ramon, CA. 94583	Chicago, IL 60677- 4003

Quote No.	QT19-20
Quote Date:	3/21/2019

Bill To:
DTMB - Financial Services
Accounts Payable
P.O. Box 3026
Lansing, MI 48909

Ship To:
DTMB - Financial Services
Accounts Payable
P.O. Box 3026
Lansing, MI 48909

Purchase Order No.	Sales Order	Customer ID	Payment Terms
		2034-MDARD	

Item Number	Description	Quantity	Ext. Price
	Renewal Term: 6/24/19-12/23/19		
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support Renewal	1	$ 6,952.50
MR100AMODEP0601	Accela Mobile Office Department Site License Annual Maintenance and Support Renewal	1	$ 16,454.25
MR100DEPALC0601	Accela Licensing and Case Mgt Department Site License Annual Maintenance and Support Renewal	1	$ 32,445.00
HR100AMODEP0601	Accela Mobile Office Department Site License Managed Service Fees Renewal	1	$ 8,227.13
HR10AACASTA0601	Accela Citizen Access Department Site License Managed Service Fees Renewal	1	$ 3,476.25
HR10AALCDEP0601	Accela Licensing & Case Mgt Department Site License Managed Service Fees Renewal	1	$ 16,222.50
	Quarter 1 - 6/24/19 - 9/23/19 Invoice Payment Due Date: 6/24/19		**$ 83,777.63**
MR100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support Renewal	1	$ 6,952.50
MR100AMODEP0601	Accela Mobile Office Department Site License Annual Maintenance and Support Renewal	1	$ 16,454.25
MR100DEPALC0601	Accela Licensing and Case Mgt Department Site License Annual Maintenance and Support Renewal	1	$ 32,445.00
HR100AMODEP0601	Accela Mobile Office Department Site License Managed Service Fees Renewal	1	$ 8,227.13
HR10AACASTA0601	Accela Citizen Access Department Site License Managed Service Fees Renewal	1	$ 3,476.25
HR10AALCDEP0601	Accela Licensing & Case Mgt Department Site License Managed Service Fees Renewal	1	$ 16,222.50
	Quarter 2 - 9/24/19 - 12/23/19 Invoice Payment Due Date: 9/24/19		**$ 83,777.63**

Subtotal:	$ 167,555.26
Tax:	$ -
Total:	**$ 167,555.26**

Please direct all inquiries to:
Accounts Receivable at (925) 659-3275
Accountsreceivable@accela.com

Accela TAX ID: 94-2767678

All amounts listed are in USD, unless otherwise specified.

Remit To:
Accela Inc.
774375
4275 Solutions Center
Chicago, IL 60677-4003

Wire/ACH Payments:
Wells Fargo Bank
For credit to: Accela, Inc.
Account: 412-1765507
ABA: 121000248

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

CONTRACT CHANGE NOTICE

Change Notice Number **35**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Kevin Rosinski	MULTI
		517-284-5304	
		rosinskik@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		(517) 256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$21,052,704.87	$56,250.00	$21,108,954.87

DESCRIPTION

Effective 6/17/2019, this Contract is hereby increased by $56,250.00 and adds the following statement of work (SOW) to add additional requirements to the Residential Builders program (CN29 and CN31) and extend the project schedule to go live in August 2019.

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

Technology, Management & Budget

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

Project Title: **Licensing Modernization Project – Residential Builders**	**Period of Coverage:** **3/12/19- 12/1/2019**
Requesting Department: **Department of Licensing and Regulatory Affairs**	**Date:** **3/12/19**
Agency Project Manager:	**Phone:**
DTMB Project Manager: **Katherine Russman**	**Phone:**

BACKGROUND:
The base contract Statement of Work ("SOW") sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1 – 32 ("Base Contract") remain in effect. Change notice 29 defines the approach for delivery of the Residential Builders program scope through a series of releases using an Agile Scrum framework.

PROJECT OBJECTIVE:
The purpose of this change notice is to add additional requirements to change notice 29 which will extend the project schedule.

SCOPE OF WORK:
The agency has requested the go live date be moved to after the current renewal period is complete. An additional UAT period will be added to the new schedule. There are also two new requirement tasks being added via this change notice. Below is a breakdown for the costs associated with the additional UAT session and new requirements. THIS IS A FIXED FEE CHANGE NOTICE. THE HOURS PROVIDED BELOW ARE FOR CLARITY OF THE ESTIMATE ONLY.

Residential Builders Change Order Estimate			
TASK	HOURS	RATE	SUM
Jira RES-519 After go live AA & ACA Branch Office Intake Application to mimic actual application	28	$225	$6,300
Jira RES-579 M&A Individual License-issues licenses for exam classifications the applicant did not pass	20	$225	$4,500
Jira RES-595 Void Exam Score if License Application is Not Completed within Year	32	$225	$7,200
SYNC all enviroments for all BCC license types	10	$225	$2,250
Additional time associated with an additional 4 week UAT	160	$225	$36,000
TOTAL	250	$225	$56,250

SCHEDULE/TASKS:

TASK	Start Date	End Date	Owner
Complete 51 jira items in current sprint	3/4/2019	3/29/2019	Accela
BCC Regression Testing	3/25/2019	3/29/2019	BCC
Sync Enviroments	4/1/2019	4/5/2019	Accela
PAUSE ALL WORK	4/5/2019	7/1/2019	Accela/BCC
2nd UAT Testing	7/1/2019	7/12/2019	BCC
2nd UAT bug fix	7/15/2019	7/26/2019	Accela/BCC
End User Training	7/29/2019	8/2/2019	BCC
Code freeze	8/2/2019		Accela/BCC
Final Cut out of L2k	8/6/2019		BCC
BCC Regression Testing	8/5/2019	8/7/2019	BCC
Go Live	8/12/2019		Accela/BCC

DELIVERABLES:
Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. This change notice will add one additional deliverable for this project:

Deliverable Name	Value	Acceptance Criteria
Change Notice 2 additional UAT/New Scope	$ 56,250	Deliverable will be considered complete once Jira tickets RES- 519, RES-579, RES-595 are complete and no SEV 1 or SEV 2 defects remain from second UAT.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

See Deliverables section above

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

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

The designated DTMB Project Manager is:
Russman, Katherine (DTMB) <RussmanK@michigan.gov>

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Off site

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **34**

to

Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Kevin Rosinski	MULTI
	517-284-5304	
	rosinskik@michigan.gov	
Contract Administrator	Matt Weiss	DTMB
	517-256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☒ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$21,052,704.87	$0.00	$21,052,704.87

DESCRIPTION

Effective 3/14/2019, the attached SOW, “Recreational Marihuana Licensing Project" is being added to this Contract for Time and Materials. The work will be preformed at $225/hour, up to $100,125.00.

No additional funding is needed for this SOW; existing funds are adequate to support this change.

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

Statement of Work

State of Michigan

Department of Licensing and Regulatory Affairs Medical

Recreational Marihuana Licensing Project

1/2/2019

Version 1

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

INTRODUCTION
This Statement of Work ("SOW") sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 07183200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6, 9, 11,12 and 17 ("Base Contract") remain in effect unless modified by this SOW. Note: All Contract Change Notices not listed above do not apply to the LARA agency.

The Michigan Department of Licensing and Regulatory Affairs (LARA) desires to leverage the Accela Civic Platform to support the Adult Use Marihuana Program (AUMP). This change notice defines the approach for delivery of the RMP Phase 1 program scope.

OBJECTIVE:
At the State's option, Accela will provide up to 445 hours of technical expertise for development support. Upon a specific request by the State's Project Manager and an approved response and estimate by Accela, hours will be allocated by the Accela Project Manager to the required personnel. To assist in planning, the parties will attempt to forecast the hours needed for upcoming tasks.

BUILD AND READINESS IMPLEMENTATION SERVICES

Project Objective/ Scope of Work for Build and production support of this system will be the responsibility of the State. The State may utilize supplemental Contractor support hours to assist during the build sprints. Upon completion of this project, the State will be responsible and fully able to support this system.

At the State's option, Accela will provide technical expertise for project augmentation at the existing contractual rate defined in this SOW. Upon a specific request by the State's Project Manager and an approved response and estimate by Accela, hours will be allocated by Accela to the required personnel. To assist in planning, the parties will attempt to forecast the hours needed for upcoming tasks.

The Agency PM may request two types of hourly support
1. Resource Allocation or
2. Task Requests

Resource Allocation
For Resource Allocation, the Agency will submit a resource request (via email) to the Accela Project Manager. The Resource Request must include
- Description of anticipated tasks and required skillsets
- Assignment start and end dates

The Accela Project Manager will respond within 3 business days with the resume summary, skills list, and labor category/bill rate for the proposed resource. The Agency Project Manager will either accept or reject the resource within 2 business days.

Under Resource Allocation requests, it is the responsibility of the Agency Project Manager to direct the Accela resource to enable full utilization and productivity. The resource is allocated to the Agency at the agreed percentage and the monthly invoices will, at a minimum, include the planned allocation of hours. If the Agency PM assigns the resource tasks with deadlines driving towards a higher percent allocation than planned, the Accela resource will escalate the issue to the Accela Project Manager for resolution with the Agency PM. Resource performance issues are reported to the Accela PM by the Agency PM. In such instances, the parties will agree to a remediation plan, which may involve performance improvement milestones or replacement of the Accela resource.

For Resource Allocation requests, the Accela Project Manager will notify the Agency PM of the planned Project Management tasks (such as weekly status reports) and associated PM time allocation to support the assigned resources. If the Accela Project Manager is requested to attend additional project meetings or provide other project management tasks, the Accela Project Manager will notify the Agency PM in advance if the hours are projected to exceed the planned PM allocation by 20% in any given month.

Task Requests

The Agency PM may also submit a targeted Task Request to the Accela Project Manager. For these types of requests, it is expected that the task is pre-defined with enough known detail for Accela to readily estimate the work. If significant analysis is required in order for Accela to estimate a task, the analysis will be performed under a separate Task Request issued by the Agency PM.

Upon a specific task request by the Agency Project Manager, Accela will provide an estimated Level of Effort and schedule to complete the task. The Agency Project Manager will review the estimated Level of Effort and issue a notice to proceed on the task. Upon approval, Accela hours will be allocated by the Accela Project Manager to the required personnel.

The Level of Effort for a task request is inclusive of

- Time spent on analysis for purposes on estimation of the task,
- Project management time required to support estimation, planning, and delivery of the task, and
- Project team time associated with task dependencies to other project work streams or impacts to the overall schedule.

Accela Responsibilities:

- Within 2 business days of receiving a written task request from the Agency Project Manager, provide an estimate of LOE and schedule for the task.
- Provide prompt notification, and seek approval, for any task that is expected to exceed the original estimate by more than 20%.
- Report progress and hours used by Task to Agency on a weekly basis during the weekly Status meeting.

Agency Responsibilities:

- Provide sufficient task request details to enable Accela to estimate and plan the work.
- Provide approval to proceed with specific tasks
- Provide direction on tasks exceeding 20% of the original estimate.

Acceptance Criteria

On a monthly basis, Accela will provide deliverable acceptance forms listing work performed and tasks completed. Accela will invoice, no more frequently than monthly, for services and tasks that have been completed.

Assumptions

- The Accela personnel assigned to these tasks will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the LARA configuration and business processes.
- The Agency is responsible for providing Accela with detailed requirements for all tasks. Requirements will come from "one voice" representing the Agency.
- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third-party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.

BUILD AND READINESS IMPLEMENTATION SERVICES LABOR RATES

For State PM-directed Accela support during Build Sprint execution and the Readiness phase, Accela will invoice for actual hours worked as per the rates by Labor Category listed below. It is understood and agreed that these rates will apply to this SOW only. Accela requires a minimum of 10-20% of project time allocated to project management and contract administration under the Resource Allocation and Task Request models. Actual hours billed by the Accela Project Manager will depend upon the number of resources assigned and the associated task monitoring and weekly reporting required by the Agency PM. Under the Task Request model, project management time may be higher or lower, based on the volume and size of each task request. For example, a high volume of small task requests necessitates more Project Management hours than a low volume of large task requests.

BACKGROUND:

Statement of work defined in this agreement is for LARA to obtain up to 445 hours of development support to be available upon request of the State at a rate of $225/hour.

PAYMENT

Deliverable	Payment	Invoice Timing
LARA development support	$225/hour, up to $100,125.00	Monthly, if any work performed
Potential Total	**Up to $100,125.00**	

TRAVEL AND EXPENSES

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

PROJECT CONTACTS

Per the Base Contract.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work may be performed remotely, unless specifically described as being on-site.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **33**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Kevin Rosinski	MULTI
	517-284-5304	
	rosinskik@michigan.gov	
Contract Administrator	Matt Weiss	DTMB
	517-256-9895	
	weissm4@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☒ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$16,353,134.87	$4,699,570.00	$21,052,704.87

DESCRIPTION

Effective 3/12/2019, with Administration Board approval, this contract is hereby increased by $4,699,570.00. This will allow the State of Michigan's Department of Licensing and Regulatory Affairs (LARA) to modernize License 2000 and BITS. The system will be covering the following for 27 professions: application, issuance, re-licensure, modifications, renewal, inspection, specialty application, specialty renewal, and temporary license. In addition, 24 new professions will be added to the existing enforcement module, as well as general training sessions and system upgrades.

The source of funding to be added to 071B3200042 will come from the Health Professional Fund and ITIF funding.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 3/12/2019.

Statement of Work

State of Michigan

Department of Licensing and Regulatory Affairs

Licensing Modernization Project – BPL Phase 3

2/27/2019

Version 1.4

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

TABLE OF CONTENTS

DOCUMENT CONTROL

Date	Author	Version	Change Reference
12/07/2018	E Strang	1.0	Initial draft
1/18/2019	D.Madore	1.1	Response to SOM Comments
2/5/2019	D.Madore	1.2	Updated schedule
2/7/2019	D.Madore	1.3	Deliverable updates
2/27/2019	D.Madore	1.4	SOM updates

INTRODUCTION

This Statement of Work ("SOW") dated 2/27/2019 sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6, 9, 11, 12, 17, 23, 28 ("Base Contract") remain in effect unless modified by this SOW. Note: All Contract Change Notices not listed above do not apply to the LARA agency.

This change notice provides the SOW for delivery of Phase 3 scope.

SCOPE OF SERVICES

The sections that follow define the scope and delivery approach for this SOW, providing a detailed description of each item listed below.

- Scope of Work
- Implementation Approach and Release Plan
- Management and Governance
- Team Roles and Responsibilities
- Delivery Approach
- Project Staffing
- Payment Milestones
- Assumptions

1. SCOPE OF WORK

The Phase 3 project scope includes implementation for the 27 Professions listed below, covering application, issuance, re-licensure, modifications, renewal, inspection, specialty application, specialty renewal, and temporary license. This Scope of Work also includes 27 new professions to the existing enforcement module, general training sessions and Existing system upgrades. The project scope is listed below and further described within this section of the document. Additional supporting detail are provided in Exhibits A and B.

- Professions

Health	Occupational
Acupuncture	Accountancy
Athletic Trainer	Appraisal Management Company (AMCs)
Audiologist	Real Estate Appraisers/Continuing Education
Chiropractic	Architects
Counseling	Collection Agencies
Marriage & Family Therapy	Engineers, Professional
Massage Therapy	Hearing Aid Dealers
Nursing Home Administrator	Landscape Architects
Occupational Therapy	Personnel Agencies
Physical Therapy	Real Estate Broker/Salesperson
Psychology	Surveyors, Professional
Qualified Interpreter	
Respiratory Care	
Sanitarian	
Social Worker	
Speech-Language Pathology	

Accela Civic Platform Solution Architecture Scope

In Phase 2 Accela and the State worked collaboratively to document the business scope of the Phase 2 licenses. The result of this collaboration was an agreed upon set of design templates for the packaged solutions ("Models") that will be used to deliver all the license types and associated processes listed above for Phase 3. Each of the templates are documented in Exhibit A and includes the design components for each architectural Model below

- Record types and associated components
- Model elements that cannot be changed
- Model elements that can be selected from pre-defined options
- Model elements that can be configured for each record type

Exhibit A also maps each license type to the corresponding Model. This mapping will serve as the bassline product backlog. If changes to the License - Model mapping or Model designs are identified during the Define phase, the team will initiate the Change Control process to determine if the changes impact scope, schedule, or budget.

1A. OTHER GENERAL PROVISIONS SCOPE OF WORK

Interfaces

All interfaces will use Accela's GovXML web services or the Accela Automation Batch Framework. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology available within the base product.

<u>Existing Interfaces to be Updated/Modified for Phase 3 Profession Licensing:</u>

- This SOW includes up to 8 existing interfaces to be updated.
    - CHAMPS report
    - MiSCES report
    - CEPAS
    - Web Service/License Verification
    - MWBC

<u>New Interfaces:</u>

- This SOW includes up to 12 new medium complexity interfaces.
    - MDOT – Web Service that is used for the MiBRIDGES application
    - NAPD – Interface to retrieve scores
    - ASC – Interface to retrieve scores
    - BOCATC – Interface to retrieve certification information for Athletic Trainer license
    - ASHA (2) – Interface to retrieve exam scores for Audiologist and Speech Language Pathology
    - ETS (2) – Interface to retrieve exam scores for Audiologist and Speech Language Pathology
    - NBCE – Retrieve exam scores for Chiropractic
    - NBCC – Retrieve exam scores for Counseling
    - PTCNY – Approval to take the Marriage & Family Therapy exam
    - NBCOT – Retrieve exam scores for Occupational Therapy

  - FSBPT – Approval to take the NPTE exam and retrieve scores for Physical Therapy
  - ASPPB – Grant EPPP eligibility and retrieve scores for Psychology

- If more or less interfaces are required, we will follow the change control process defined in this SOW below. The complexity descriptions and hours below will be used to determine the LOE of the change requested. Complexities are defined as follows:

COMPLEXITY	DESCRIPTION
LOW	Single directional batch style interfaces. Interface will periodically output a single flat file or write to single staging table for consumption by external system. Level of effort per Low Complexity interface is 80 Hours
MEDIUM	Medium complexity interfaces consist at a minimum one of the following: 1. Adapter based interfaces using the Accela Standard delivery Kit i. Adapter to EDMS system ii. Adapter to ePayment Processor iii. Adapter to validate contact addresses 2. Expose web service for external consumption leveraging the event manager and script engine. 3. Consume external web service for real time validation process (limited to consumption of up to 3 external web methods) 4. Send data to external web service when an event occurs in Accela system (up to 60 data points transmitted to external web service) 5. LOE per Medium Complexity interface is 160 Hours
HIGH	High Complexity consist at a minimum one of the following: 1. Interface that creates a record within the Accela system via batch or real time from an external source 2. Data transformation scripting (such as concatenation of source data or expansion of data to destination data) 3. Use of a 3rd party integration utility or protocol. 4. Data transaction rate of real-time. (Ex. Updating record data such as status in real-time). 5. LOE per High Complexity interface is 240 Hours

Interface Assumptions:

- Based on design requirements, Accela and Agency will collaborate to provide VPN tunnels as needed for production and testing environments.
- For all interfaces that require standalone deployments, the interfaces will be hosted on the Agency network. The Agency will be responsible for the infrastructure required for hosting, for all environments.
- For interfaces with 3rd party products, the interface will be developed against a single agreed-upon version of the 3rd party product.
- Agency and Accela will jointly develop specifications for required interfaces to legacy State and external systems. Agency will certify all interfaces through handshake tests scheduled during Build Sprints prior to the start of the final release hardening sprint. Agency staff will assist the Accela team to develop the legacy portion of the interface, create test data, perform tests on each interface, and approve the final version for moving into production. Other Agency interface responsibilities include:

- Data transformation, as necessary, to meet the requirements defined in the interface specification.
    - Stabilization of the target legacy interface applications.
    - Coordinating development of any external interfaces per the agreed project schedule.
    - Developing/maintaining a test environment for target legacy interface applications.
    - Taking corrective action based on test results for legacy environment within two business days where possible.
- The purpose of all interfaces will be strictly limited to an exchange of data.
- Agency or any concerned participating agency will be responsible for making the necessary modifications to the Agency or third-party systems to make an interface available to Accela.
- For all interfaces that are based on data file extracts, Accela has assumed one data file type per source system i.e. the agency that provides the data for that source system would have consolidated all necessary data into one file, in a mutually agreed upon format.
- For real time integration, Agency will provide test systems/environment with appropriate level of access for the Accela team to enable development and testing of such interfaces.
- Should the complexity exceed the High definition or is not covered in the examples/descriptions, interface will require an assessment as part of the Change Control process.
- Each interface is defined as a single transaction type (batch or real-time). If multiple transactions are required for a single third-party system interface, each transaction is counted as one interface.
- Each interface is considered a single direction interface. Bi-direction interface is a composite of the two interface types.
- Updates to previously-developed interfaces include only minor changes required to extend the existing interface to include the Phase 3 Professions (where applicable). Changes to the type of interface, number of transactions, data sets exchanged, or interface business logic are not in scope.

Reports

- Accela will deliver up to 3 new high complexity reports
    - 1 - Accountancy Renewal Peer Review
    - 1 - AMC Certification Report
    - 1 - Report to Michigan Realtors which is used for the CE Marketplace containing Board code, license #, full name, last name, first name, middle name, person id, entity id, entity type, original effective date, entity zip code, county, address lines, email address, phone number, license type, license effective date, expiration date, dba

- Accela will deliver updates for up to 12 previously developed reports, where updates are required for the reports to function for the Phase 3 Professions. For example, updates include changes to the License Certificates for the Phase 3 licenses or adding the Phase 3 license types to existing management reports. Accela will collaborate with the state to define these reports after project startup.

- If more or less reports are required, we will follow the change control process defined in this SOW below. The complexity descriptions and hours below will be used to determine the LOE of the change requested. Complexities are defined as follows:

    - Low Complexity: Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels)
    - LOE per Low Complexity Report is 20 Hours

- Medium Complexity: Reports that require some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, journals, logs). Many agency reports fall under this category.
- LOE per Medium Complexity Report is 80 Hours

- High Complexity: Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports, schedules, and agendas.
- LOE per High Complexity Report is 140 Hours

- The agency will be responsible to provide a specification for each report to be developed.

Data Conversion

- Legacy data from three sources are included in this scope. (License 2000, COLA and MOIS). If Source data is coming from two different schemas. The State will map, transform, and load this data into a combined (single) dataset and provided to the Accela team in the agreed upon staging schema format for each test run.
- Accela will complete 5 runs of the full data conversion (Four Draft and one Production). Partial test runs will be scheduled during sprints as per decisions made during Sprint Planning.
- Data provided for Mini Mock test runs will be provided per the Group/Model during the designated Define and Refine sprint for that profession. Accela will accept only the data for that profession during the mock runs.
- Accela will provide the appropriate data capture templates (i.e., staging schema format) to the State.
- The State will be responsible for data cleansing and data transformation prior to loading data into the data capture templates (staging area).
- To link converted records to the historical EDMS documents, the conversion dataset must contain the necessary pointers to the historical EDMS documents (License ID and File Path). Accela's scope does not include a separate conversion of historical documents from the Agency's EDMS or performing data enrichment to establish links to historical documents if the links are not available in the conversion dataset.

Training Assumptions

- Accela will provide five, 1- day end user training sessions
- End user training sessions will take place just before Go-Live.
- End user training sessions will be Instructor Led. Any written material (such as user guides or job aids) for use during end user training is the responsibility of LARA. Participants should anticipate taking notes for future use
- Accela will provide a one-day (8 hours) code knowledge transfer training session for the agency maintenance team
- All training sessions will be held in Lansing, Michigan

2. IMPLEMENTATION APPROACH AND RELEASE PLAN

The team will adhere to an Agile Scrum framework tailored for the State of Michigan and the Accela Civic Platform. The methodology the Accela team will use is similar to the one the State has published on the site Department of Technology, Management, and Budget - State Unified Informational Technology Environment (DTMB-SUITE) website (http://www.michigan.gov/suite). The methodology is an adaptation of Agile methods to work within this project's unique constraints of fixed price and fixed scope, a low risk tolerance, geographically distributed development teams, and implementation of a COTS product.

The Agile framework for this project defines a series of 4 types of sprints:

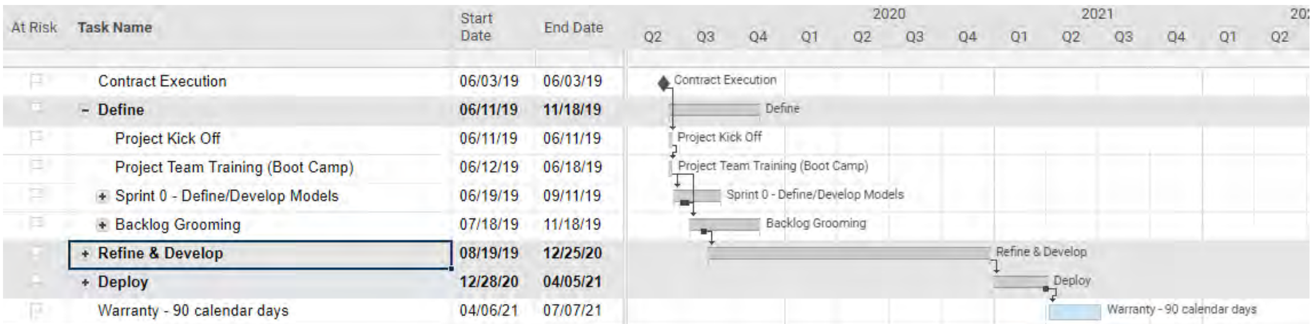
- Define (Sprint Zero and Backlog Grooming) – Upon project start, the team will begin with a Sprint Zero with a focus validating each of the 7 templates. (defined in Exhibit A). Backlog grooming begins following Sprint Zero.
- Refine and Develop Sprints – Following Sprint Zero and initial backlog grooming, construction begins through a series of time-boxed build Sprints. The team uses the outputs from the Sprint Zero to configure the solution for each License using 1 of the 7 templates (defined in Exhibit A). Working software is delivered during the sprints, with conversions, interfaces and reports developed concurrently. Sprints are time-boxed in order to maintain the integrity of the delivery timeline. Within a sprint, development proceeds according to the established priorities. The product developed in each sprint is reviewed and validated by the Product Owner with support from Agency SMEs, often through a walk through facilitated by the developer, of each use case in the system.
- Deploy (Hardening and Release) Sprints – Completion of the planned Refine and Develop sprints is entry criteria for Deploy sprint(s), during which the team completes final end-to-end and regression tests, performs the final data conversions, and promotes the software to production.
- Warranty Period 90 days – Following production go-live, Accela will provide a ninety (90) calendar day post-production warranty period.

Project Schedule

The project schedule allows for a 22-month duration from Kick-off to Go-Live. The plan assumes a single, combined release. If incremental go-lives are required to schedule around renewal activities, the Change Control process will be invoked to evaluate options and impacts. Tasks schedule are broken down as follows:

- 1-week Project Startup phase for plan elaboration, project kick-off meeting and core team training
- Sprint 0 template validation phase
- Backlog grooming phase to include 13, two-week sprints (overlaps with Refine and Develop Sprints)
- Refine and Develop phase to include 13, two-week sprints for Refine and 13, three-week sprints for Develop
- Deploy phase to include 3 four-week sprints for final hardening testing, training and one 1-week deployment sprint
- 90-(Calendar) Day Warranty Period

The graphic below depicts a draft schedule. A detailed schedule will be delivered during the project Initiation phase. The schedule will be a joint effort and be agreed upon by both Accela and SOM.



3. MANAGEMENT AND GOVERNANCE

This section defines the project management practices, governance bodies, and associated processes. The sections that follow describe these elements in detail.

- Status Reporting
- Issue, Risk, and Action Item Management
- Project Schedule
- Definition of Done and Deliverable Acceptance
- Change Control
- Project Tools
- Project Governance Framework

Status Reporting

The Accela Scrum Master/Project Manager will provide a written weekly status report to the SOM Project Manager and Product Owner. The Accela Scrum Master/Project Manager will publish the weekly status using an online collaboration tool (refer to Project Tools section for tool information).

The weekly report will include the percentage of completion for each Product Backlog Item (User Story), the pass rate for the Story Tests, key Project delivery milestone status, estimated completion date for each milestone, as well as other information relevant for the delivery of the project as may be agreed upon between the parties' Product Owner and Scrum Master.

This online collaboration tool will be also used to track risks, action items, and issue escalations between the Accela Scrum Master, the SOM Project Manager, and LARA Product Owner.

The project management team will meet weekly to discuss the status and review the report using the online tool.

Issue, Risk, and Action Item Management

Accela will use an online collaboration tool to document project issues, action items, and risks. The project management team will review these items during the weekly management calls to assign owners, drive to due dates, and escalate to the appropriate individuals or governance body where required. The Accela Project Manager/Scrum Master will identify issues blocking team progress and impacting team velocity. If blocking issues are not resolved within 1 business day, the Accela Project Manager/Scrum Master will escalate to the Accela Director and the Agency oversight team for resolution.

Definition of Done and Deliverable Acceptance

Meeting quality assurance standards during each sprint is the responsibility of the Scrum team. Quality assurance standards are defined in the Definition of Done for a Sprint and a Release. Confirmation of the Definition of Done for the Sprint Backlog constitutes the Acceptance Criteria for a Sprint deliverable, as follows.

- Team member completes the Project Backlog Item (PBI) work
- Associated configurations and code are deployed to the development environment against current version in source control, where applicable
- The Item has passed unit testing
- Item has been peer reviewed to confirm meeting development standards
- Backlog Item test cases (based on the Acceptance Criteria defined for the PBI) written and tests passed. Testers must complete testing for each PBI within the timeframe defined by the team during Sprint Planning for the sprint.
- Configuration and script register updated
- Product Owner has reviewed and moved to "done"
- Remaining hours (if applicable) for item/task set to zero and task closed in JIRA

For a Release, deliverable acceptance conditioned upon meeting the following Definition of Done:

- Sprints planned for the release are complete
- The Product Backlog Items scheduled for the release are complete
- Code is deployed to the Production environment
- For production release No Severity 1, 2 or 3 defects remain for the PBI. The Owner may temporarily allow defects, they will be evaluated on a case-by-case basis.
- Code ownership is transitioned to the States maintenance team

Definition of Defect, Defect Severities

A Defect is defined as a deviation from the established acceptance criteria for a PBI. The table below elaborates the severity levels for Defects and shall be assigned by the LARA Product Owner.

Severity Level	Description

1	Critical: The defect affects critical functionality or critical data. It does not have a workaround. Example: Unsuccessful installation, complete failure of a feature.
2	Major: The defect affects major functionality or major data. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module, but the task is doable if 10 complicated indirect steps are followed in another module/s.
3	Minor: The defect affects minor functionality or non-critical data. It has an easy workaround. Example: A minor feature that is not functional in one module, but the same task is easily doable from another module.
4	Trivial: The defect does not affect functionality or data. It does not even need a workaround. It does not impact productivity or efficiency. It is merely an inconvenience. Example: Petty layout discrepancies, spelling/grammatical errors.

Change Control

At the completion of Sprint 0 the team will perform a gap analysis to confirm scope assumptions provided in this statement of work are correct. After the gap analysis is complete the final product backlog is set. Any items added or removed from that final backlog will be considered a change. Change is defined as any of the following:

- New Product Backlog Items – The addition of a new Epic, User Story, or Product Backlog Item (PBI), that is not traceable to, and required by, an existing Product Backlog item is a project change. The Product Owner must approve the addition of a new PBI. The Scrum Team will estimate the new PBI and assign a LOE.
- Change to Existing PBI – Change to an existing PBI that impact the level of effort to complete it is considered a project change and is documented by the Product Owner adding a new PBI to define the change. For example, a change to the Acceptance Criteria or a specification that impacts the complexity constitutes scope change. Changes impacting PBIs/user stories completed in a previous sprint may require additional rework. If rework is required, the rework changes will be added to the Product Backlog as a new PBI/user story.
- Change to Definition of Done – Changes to the Definition of Done for a Sprint or Release may impact the level of effort for completing PBIs and delivering a release, impacting overall delivery velocity. Accela will assess proposed changes to the Definition of Done and document the impacts in a Change Notice (e.g., change impacts schedule, scope, or costs).
- Change in Projected Team Velocity – The velocity of the team is dependent on all team members fulfilling their assigned tasks or actions within the timeframes agreed during Sprint Planning. The team will monitor projected velocity against actual velocity. If actual velocity falls below the projected velocity, the team will assess the root cause of this velocity impact. If the root cause is attributed to Accela team member performance or management issues, the project change and associated impact will be borne by Accela. If the velocity impact is attributed to Agency team member performance or management issues (such as delays in decisions or issue escalation/resolution), the project change/impact will be borne by the Agency. In either case, the Product Owner will document the change and impact with support from the Scrum Master. For velocity changes attributed to the Agency that impact the overall project costs or overall release timeline, Agency will process a Change Notice adjusting the deliverables/payment amounts to incorporate the additional cost.

- Exceedance of Architectural or Scope Limits – Architectural and scope limits define the maximum product backlog size and allowances for a predefined set of configuration items within a Release. These sizing factors are provided in the Scope section above as well as Exhibit A. Examples include deviation from the standards defined for each Model, additional custom Accela record types, additional license types, changes to number/complexity of reports, number of event scripts, and changes to the number/complexity of interfaces.
- Non-Productive Time – Accela's fixed price for this SOW assumes that the Accela team will have complete, timely, and accurate information and other deliverables and dependencies from the Agency team, enabling the team to be productive during working hours throughout the course of the project. Issues impacting Accela team members' productive time will be escalated to Change Control Board (CCB) and a mutually agreed resolution must be in place within twenty-four (24) hours of the initial escalation, if possible.

No changes shall be made to Sprint Backlog (user stories/PBIs) during the current Sprint, for either PBIs/user stories already delivered but not yet accepted and PBIs/user stories accepted.

The Product Owner can address Standard Changes (see below for process) within the Agile framework without impact to the overall project (with agreement from the Scrum Master and Scrum Team) by re-prioritization of the Product Backlog. For example, if a new "must-have" user story is identified during Sprint 2, the Product Owner can schedule the new user story for Sprint 3 as long as a user story of equivalent size (hours, story points, and sizing factors) is removed from the Product Backlog.

Changes to the backlog that increase the overall project scope, level of effort, or timelines for the Release, that are not offset by compensating reductions, must be approved following the Extraordinary Change Request process set forth below.

Standard Change Request Process – Standard changes are items that can be addressed through reprioritization of the Product Backlog without impacting the overall scope, delivery timeline, or costs. The decision makers required for standard changes include the Accela Scrum Master, LARA Product Owner and SOM Project Manager.

- For each change where Accela and LARA agree to define as a new PBI/user story, the LARA Product Owner completes the definition of the story.
- The Accela team will analyze the change during the next scheduled Sprint Planning session to estimate and size (hours and story points) the new PBI and check against available sizing factor allowances. If the change applies to an already implemented PBI/story, then any rework or impacts to other stories required will be added as another PBI/story.
- The LARA Product Owner must attend this analysis session.
- The LARA Product Owner must make the decision concerning the change. There are two possible options:
    - Accept the change into the Product Backlog and decide which PBI/story (or stories) are to be removed in order to offset the added size (hours, points, sizing factors) or
    - Reject the change.
- Finally, the LARA Product Owner will prioritize the new PBI/story (if added) against the Product Backlog.

Extraordinary Change Request Process – If a change will deviate from the scope defined within this SOW, exceed the baseline product backlog size (as defined by story points and sizing factors) or otherwise impact the planned number of sprints and Release date set for the project, then the LARA Product Owner will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change.
- The Accela Scrum Master will work with the team to perform an assessment/review to determine the full impact on the project, including cost and timeline impacts if applicable.
- Escalate this assessment to the Change Control Board (CCB). The LARA Executive Steering Committee performs the CCB role.

The Extraordinary Change Process will conform to the Change Control Process as defined in the base contract which will require a contract change amendment.

Project Management Tools

The project team will use the following tools

- SharePoint – Accela will establish a SharePoint site for storing project documents.
- JIRA – Accela will establish a JIRA instance for the project team to use as its virtual Scrum Board. Accela will load the product backlog into JIRA and the team will use the tool during Build Sprints to organize and track work. The Scrum Master will use this tool to monitor project metrics such as Burndown and Velocity.
- Smartsheet – Accela will provide access to an online collaboration tool called Smartsheet where the project management team will document status reports, project schedule, and the project's risk/issue/action item log.

Project Governance Framework

Project Governance occurs at multiple levels with the goal of maximizing business value and mitigating risks for the project.

- Project Level – Project level governance is performed by the project management team consisting on the Accela Scrum Master, LARA Product Owner, and Agency Project Manager. This team is empowered to make day-to-day decisions within the constraints of the project SOW. This team meets weekly to review project status, identify and mitigate risks, resolve issues, and monitor action items. This team is responsible for escalating issues to the Program Level governance team where unable to reach resolution or otherwise avoid impacting the project scope, timeline, resources, or costs.

- Program Level – Program level governance is performed by the Accela Services Director, LARA BPL Program Director, and DTMB Program Manager. This team meets on a bi-weekly basis and handles issue escalations, supports risk mitigations, and makes decisions. This group is responsible for rapidly addressing blocking issues escalated from the Project Team.

- Agency Level – Agency level governance is performed by the LARA Executive Steering Committee. This team meets on a monthly basis and its membership includes the Program Level team plus the Accela Services Vice President, LARA Director, LARA Deputy Director, DTMB Contract Compliance Manager, DTMB Agency Relationship Manager.

4. TEAM ROLES AND RESPONSIBILITIES

A joint team comprised of Accela and State of Michigan resources will deliver this SOW. Team size and composition may vary based on the Release scope and activities underway during a given sprint. Due to the fixed price nature of this SOW, it is the responsibility of Accela to deliver all required scope on specified date and as a result Accela will assign the required resources to the team, which may change during the course of a Release in response to project demands. LARA will provide the necessary personnel to perform its responsibilities in support of the joint team this includes Assigning subject matter experts, developers and report writers to this project with the intention that these personnel will gain knowledge to support and maintain the system upon completion. The State staff may also be assigned tasks during the development of this system to enhance their learning experience.

General Accela Responsibilities

- Development and Unit Test - Perform software configuration and development for the PBIs assigned to Accela staff in a given build sprint.
- Defect Correction - Resolve Severity 1 and 2 defects (related to PBIs assigned to Accela staff) discovered during sprint testing within the sprint within 2 days, or according to an alternate timeline mutually agreed with LARA Product Owner. Resolve Severity 3 and 4 defects within the sprint, per direction of the Product Owner.
- Backlog Grooming Support - Support the LARA Product Owner in backlog grooming activities by providing consultative support for defining Accela solution approaches, for up to 4 hours of backlog grooming working sessions per sprint. Any additional backlog grooming tasks assigned to Accela resources (outside the allocated 4 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.
- Knowledge Transfer - Enable Accela product knowledge transfer to LARA resources to support delivery of tasks assigned to LARA resources. This will be accomplished through up to 6 hours per sprint of open office hours or knowledge transfer work sessions targeted towards completing specific backlog tasks scheduled within the current sprint. The 6 hours for Knowledge Transfer will be allocated and defined for each sprint during Sprint Planning. There will be a separate task after final production release for knowledge transfer to the DTMB maintenance team. This task is to ensure the DTMB team has the information needed to take ownership of the configuration/code at the completion of phase 3. Any additional knowledge transfer tasks assigned to Accela resources (outside the allocated 6 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.
- Data Conversion – Support LARA data cleansing (by providing cleansing recommendations), mapping, and loading into the staging schema for a maximum of 4 hours per sprint. Accela will perform the test and production conversion runs from the staging schema into the Accela schema, as defined in this SOW.
- Scrum Master, Project Management, Project Oversight – Accela will assign a Scrum Master to the project to facilitate the Scrum processes such as release and sprint planning, sprint reviews and retrospectives, and daily Scrum meetings. In addition, the Accela Scrum Master will perform general project

management tasks to monitor Accela resources' work, assignment of tasks, and other project management disciplines. Accela will also assign a Director to provide oversight and act as the initial escalation point beyond the day-to-day project team.

General Agency Responsibilities

- Development and Unit Test - Perform software configuration and development for the PBIs, if any, assigned to Agency staff in a given build sprint. Even though Accela is responsible for delivering all the requirements of this SOW, the Bureau will assist Accela Solution Architect with configuration. Additional agency personnel may be assigned, at the Agency's option, some tasks to enhance learning opportunities.
- Defect Correction - Resolve Severity 1 and 2 defects (related to PBIs assigned to Agency staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with LARA Product Owner. Resolve Severity 3 defects within the sprint, per direction of the Product Owner. Resolve all State-owned Severity 3 defects prior to Release.
- Backlog Grooming – The Product Owner will lead continuous backlog grooming and is responsible for delivering a sprint backlog that meets the Definition of Ready prior to the sprint planning meeting. Agency program area personnel and subject matter experts will perform backlog grooming activities as directed by the Product Owner.
- Testing – Agency resources will perform testing per the timeframes defined during Sprint Planning, this includes development and execution of regression test cases that incorporate PBI Acceptance Criteria as well as confirm adherence to the Definition of Done.
- Data Conversion – Perform data quality assessment, cleansing, and enrichment for legacy data sources. Complete the data mapping to the target/staging schema format. Transform and load data to the staging schema for test and production runs.
- Provide Space and Supplies – Agency will make available team workspace for all sprint cycles and daily Scrum meetings.

Specific Team Roles

LARA Product Owner – This is a State Agency business lead with the following responsibilities:

- Initial development and prioritization of the product backlog during Sprint 0
- On-going revision and re-prioritization of the product backlog (grooming)
- Identification of the prioritized sprint backlog prior to Sprint Planning
- Adherence to the "Definition of Ready" for the targeted sprint backlog before the Sprint Planning meeting
- Participation on behalf of LARA in scrum planning and review meetings
- Direct Agency testers to confirm completion of sprint backlog items
- Move completed items to "Done" on the scrum board before the Sprint Review
- Review and sign-off on all project deliverables

LARA SME / Tester

- Primary Agency person supporting the Product Owner in creating/updating the story/task details in the Product Backlog
- Provides detailed answers for business questions posed by scrum team members

- Documents and executes the test cases
- Attends scrum meetings and is a member of the scrum team

LARA Data Owner
- Subject matter expert for legacy data set targeted for conversion into Accela
- Responsible for identification and cleansing/enrichment of data issues at source
- Responsible for data mapping, transformation, and loading to the interim schema format
- Responsible for data conversion testing

SOM Project Manager
- Provides DTMB project and budgetary oversight and status
- Provides State backup for Accela software Scrum Master
- Attends scrum meetings and holds the Daily Scrum standup meeting

SOM Business Analyst
- Contributes to backlog grooming activities per direction of Product Owner
- Provides detailed answers for business questions posed by team members
- Attends scrum meetings and is a member of the scrum team

SOM Automation Script Developer
- May be assigned tasks, at the Agency's option, to enhance educational opportunities or to work on items that are out of scope for Accela
- Provides junior level coding of selected automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team

SOM Report Developer
- May be assigned tasks, at the Agency's option, to enhance educational opportunities or to work on items that are out of scope for Accela
- Provides junior level coding of selected report tasks within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Accela Solution Architect(s), Implementation Consultant(s), and Business Analyst(s)
- Accela resources available to provide backlog grooming support to the Product Owner
- Define and validate Accela solution approaches and tasks during sprint planning and throughout the sprint cycle
- Perform configuration tasks assigned to Accela team during the build sprints
- Attends scrum meetings and is a member of the scrum team

Accela Software Scrum Master
- Facilitates the use of the scrum methodology
- Organizes and leads the Daily Scrum standup meeting, Sprint Planning, Sprint Review, and Sprint Retrospective
- Works with SOM PM to remove Scrum team roadblocks and escalate issues as needed
- Monitors team velocity and prepares weekly status reports
- Prepares mitigation plans for project risks and performs general project management discipline-related tasks

Accela Automation Script Developer

- Provides senior level coding of assigned automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Accela Report Developer

- Provides senior level coding for assigned report tasks within a given software sprint
- Provides knowledge transfer and support to Agency report writers
- Attends scrum meetings and is a member of the scrum team

Accela Data Conversion Developer

- Supports data conversion analysis and detailed data mapping
- Responsible for loading converted data from the interim data schema to the target (Accela) database
- Attends scrum meetings as needed and is a member of the scrum team

5. DELIVERY APPROACH

The releases will be delivered through a series of Agile sprints. The first sprint (Sprint 0) is allocated to backlog grooming and detailed elaboration in preparation for the first build sprint. Build sprints are 2 - 3 weeks in duration each. The final sprints prior to go live are allocated to production readiness and "hardening", performing the final code promotion, data migration, and end-to-end testing prior to production use. The subsections below describe this approach in detail.

- Sprint Zero and Product Backlog Elaboration
- Build Sprints
- Software Release to Production

As part of the release planning and backlog grooming, the backlog will be logically sequenced to address dependencies between technical components (conversion, interfaces, and reports). For example, the team will complete the base configuration of the license types during Refine sprints for each Model Type. In Develop sprints, the team will build the next logical layers such as automations, conversions, interfaces, and reports. The following list provides key considerations:

- Gap Analysis – Refine sprints will focus on the core configuration of the base solution, or foundation. This base configuration solidifies the record types, data fields, and workflows for a given license process. It serves as the basis for data conversion mapping, automations, reports, and interfaces. The Models defined in Exhibit A form the basis of the Gap Analysis for Phase 3.
- Automation and Validation – Automations are built against the base configuration during the Develop sprints. In some cases, the automation tasks related to a user story may be scheduled for a later sprint to enable the base configuration (Refine) to be finalized prior to writing automation code.
- Reports and Interfaces– Reports and interfaces are also built against the base configuration during the Develop sprints and are scheduled for sprints after the gap analysis is done for the corresponding Model(s).
- Data Conversion – Data cleansing can begin in early sprints concurrent with the Define stage and Refine and Develop sprints. Data conversion relies on the base configuration in order to map to the new target fields. Often, the base configuration is also impacted by data conversion decisions, so data mapping occurs during Refine (backlog grooming) and Develop sprints. While elements of data conversion analysis can be tasked concurrent with base configuration, the conversion routine development and test conversions require the completion of the corresponding Refine sprints.

A given sprint may include one or more of the following: configuration, automation/validation, conversion activities, interface activities and/or reports. The goal is to deliver increments of working product functionality within each sprint. If a product backlog item/user story cannot be accomplished within a sprint, the team must break it down to units of work achievable within a sprint. In some cases, this may not be practical, for example an entire life cycle of a data conversion or interface being built within the duration of a single sprint. In these cases, the team will either break the work down into distinct increments or each sprint may have pieces of the conversion and interface activities, such as Data Mapping occurring in an early sprint, conversion development occurring in the next sprint, and a test conversion run in a later sprint.

Define Stage - Sprint Zero and Product Backlog Elaboration

The first sprint for the Release will consist of a Sprint 0 and backlog elaboration activity (Define stage). The purpose of Sprint 0 is for the LARA product owner and the project team to validate the packaged solution Models and elaborate the Product Backlog, prioritize stories, and create the overall Phase 3 solution architecture, Phase 3 Product Roadmap and Release Plan.

During Sprint 0 and prior to finalization of the Release Plan, the team will compare the elaborated backlog to the project scope as defined in this SOW (and Exhibits) to identify changes. If new or changed Must Have scope is identified during this sprint, the team will determine whether such items can be accommodated in the Release (through work share or assignment of equivalent backlog items to State resources) or whether a Change Notice is required to incorporate the new/changed Must Have scope.

In addition, during Sprint 0, the team must elaborate enough Product Backlog detail to meet the “definition of ready” for Sprint 1 Planning. The Product Owner will conduct subsequent Product Backlog elaboration sprints continuously, throughout the release, creating elaborating enough detail to drive the subsequent Sprints. The Product Owner is responsible for identifying and prioritizing product backlog targeted for the next sprint and elaboration work required to confirm the sprint backlog meets the *Definition of Ready* prior to the Sprint Planning session.

Sprint 0

To complete Sprint 0, Accela will facilitate working sessions and activities to further understand and define the licensing and regulatory functions for Phase 3 Professions and how these workflows and functions will be delivered using the agreed upon solution models (refer to Exhibit A for Model definitions). This business analysis will elaborate the specific user stories (product backlog items).

Integrations, imports, exports, conversions, and reports are identified during Sprint 0 from a functional perspective, in the context of the overall use cases/user stories.

Separate analysis for integrations (including imports and exports), conversions, and reports will commence during this phase following the Model validation sessions. These activities will complete the more detailed technical analysis, which often requires different participants than those in the business analysis sessions.

- For the conversion analysis, Accela staff will evaluate the data source for all anticipated licensing and regulatory functions for Phase 3.
- Accela will work with the LARA data owner to define the standard target data mapping to Accela for each Model, in addition, the team will identify data quality and cleaning tasks.
- Accela will define user stories for data conversion items. These user stories will be estimated and assigned points and prioritized as part of the product backlog.

- Similar to the conversions, Accela will identify and define conceptual solutions for interfaces, imports, exports, and reports. Accela will incorporate these items into the product backlog by defining associated user stories.

Definition of Ready
The criteria listed below define what the team considers readiness of backlog items for scheduling into a sprint during Sprint Planning.

- Story/PBI contains actors, problem, and value
- Story should fit in a sprint
- Story is appropriately documented and ready for building. For example, the team will use Accela Data Loader spreadsheets and/or specification templates as appropriate and the user story and/or elaborated task will also include the business rules for automation scripts. Supporting material for a story will be attached to the appropriate "cards" in JIRA.
- For Refine sprints, the Accela Data Loader Templates for the Models and License Types associated to the Sprint/Stories are completed and loaded into the system
- Business value should be obvious, if not, it should be explicitly stated
- Story contains verifiable, explicit acceptance criteria
- Test case for the story is written
- Story focuses on business goals, not solutions

During Sprint 0 and ongoing Backlog elaboration and grooming, the Product Owner (with support from the scrum team) performs the following activities:

- Builds product backlog by entering the Epics, User Stories and Acceptance Criteria into a mutually agreed tool (such as JIRA).
- Prioritizes each PBI using the MoSCoW (*Must have*, *should have*, *could have*, and *Would like but Won't have)* framework.
- Defines and prioritizes new product backlog items (see Change Control section above for process)
- Identifies changes needed to existing backlog items (see Change Control section above for process)
- Continuously monitors relative priorities against the release plan (i.e., which PBIs are targeted for each sprint) and applies changes to the release plan (in collaboration with the Scrum Master)
- Identifies PBIs for the next sprint and elaborates sufficient details and tasks to confirm the sprint backlog meets the Definition of Ready prior to the Sprint Planning meeting
- Directs the scrum team in creation of test cases

Software development sprints shall begin after the completion of Sprint 0. The Product Owner in collaboration with the Accela Scrum Master and scrum team shall select sufficient work from the current Product Backlog for Sprint 1. Based on this selected work, the team will develop an initial sprint backlog, and enter into the build sprint phase of the release.

Refine and Develop Stage –Build Sprints

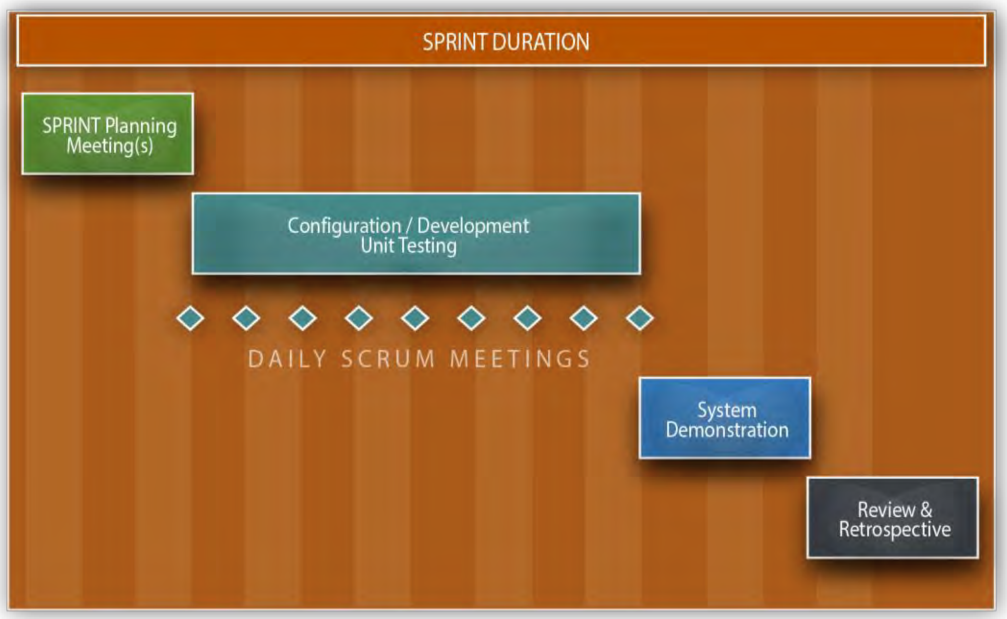
Refine and Develop (build) sprints commence following Sprint Zero and continue until the release backlog is complete and ready for the Deploy stage or "hardening" sprints.

Prior to the actual configuration or development occurring in a sprint, the team performs Sprint Planning to review the Product Backlog items assigned to the sprint, identify additional details surrounding each item and establish the tangible tasks to be completed by the team. The Scrum team establishes the sprint backlog based on Product Owner priorities and by an assessment of the team's capacity during the sprint and performance (delivery velocity) from previous sprints. During Sprint Planning, the team commits to deliver a distinct set of user stories/product backlog items. Items not completed during the time-boxed sprint (as per the jointly defined Definition of Done and Acceptance Criteria) remain on the Product Backlog for scheduling in a future sprint.

Once the sprint begins, the sprint backlog cannot be changed. The Product Owner can add new requirements such as changes to a user story or changes/additions to Acceptance Criteria, to the Product Backlog, but not to the backlog items scheduled for completion within the sprint currently underway. If the new product backlog items cause the backlog to exceed the total initial product backlog size, equivalent items can be deprioritized (moved off the backlog) or a change order processed to incorporate additional build sprints into the project.

Throughout a sprint cycle, daily standup meetings will be scheduled with the implementation team to discuss what team members accomplished the previous day, plan to accomplish that day, and discuss any issues or roadblocks. At the end of sprint, final meetings will occur as a review and retrospective to discuss the completed sprint and determine what could be changed that might make the next sprint more productive.

During backlog refinement (or grooming), the Product Owner can change the backlog (add, change, remove items) as long as the total effort (hours estimate or story points) does not exceed the initially planned backlog size.



The following outlines each of these key build sprint elements:

- Sprint Planning Meeting – No longer than 4 hours, held at the start of each sprint to discuss details for the tasks to be completed as part of the sprint's backlog. The following are the key objectives of this meeting:

  - Product Owner communicates the scope of work for the sprint, reviewing "ready" product backlog items to be done
  - The team assesses the work and negotiates with the Product Owner on which PBIs can be completed in the sprint.
  - The entire team prepares the sprint backlog by detailing the work (i.e., tasks) needed to finish the selected product backlog items. This includes:
    - Breakdown of the item into individual tasks,
    - Estimate of the time required to complete each task,
    - An allocation of the tasks within the development team.

- Configuration, Development, and Unit Testing – the team configures and/or develops based on the tasks assigned in the sprint backlog.

- Functional Testing – Agency resources confirm the unit tested backlog items conform to the acceptance criteria defined for the user story. If an item passes functional testing, it is promoted to the Product Owner to indicate it is "done" and considered completed for the sprint.

- Daily Scrum Meetings – each day during a sprint, the team holds a daily scrum meeting
  - All team members must come prepared
  - The meetings should occur at the same time and place every day
  - The meetings should be limited (i.e., timeboxed) to fifteen minutes
  - Each team member answers the following questions:
    - What did I do yesterday that helped meet the sprint goal?
    - What will I do today to help meet the sprint goal?
    - Do I see any impediments that prevent me or the team from meeting the sprint goal?

  Any impediment (stumbling block, risk or issue) identified in the daily scrum should be captured by the Scrum Master and an agreed person designated to working toward a resolution (outside of the daily scrum meeting). No detailed discussions should happen during the daily scrum.

  The Daily Scrum enables the Scrum Master to track a sprint burndown chart that measures the current estimate of outstanding work required to complete each task in the sprint backlog against the total available time remaining in the current sprint. If there is a discrepancy, the development team and the Scrum Master must propose a corrective action plan to the product owner.

- Sprint Review (Conference Room Checkpoint)– the team presents the completed work to the Product Owner during the sprint review meeting held at the end of a sprint. The meeting is recommended to be no more than two hours in duration. The following key objective should be met:
  - The team reviews the work that was completed in the sprint duration. For items that have passed functional testing, the Product Owner assigns a completed status ("done").
  - The team also reviews planned work that was not completed. The Product Owner determines (outside of the sprint review meeting) how to re-prioritize any incomplete work for future sprints.

- Sprint Retrospective Meeting – the sprint retrospective meeting is mandatory and also held at the end of the sprint and is facilitated by the Scrum Master. The purpose of this meeting is to foster continuous improvement within the team. This meeting should also be no more than two hours in duration. The following questions should be asked to the entire team:

- What went well during the sprint cycle?
- What went wrong during the sprint cycle?
- What could we do differently to improve?

The improvement decisions made during the Retrospective meeting should be visibly tracked and implemented by the team during subsequent sprints.

Deploy Stage - Software Release to Production

Once the product backlog items targeted for a Release are complete, the scrum team will enter the Production Release sprints to complete release testing, code promotion to production, and final data conversion. During this project stage, final release testing (often referred to as “hardening”) is the goal of testing activities. This effort is focused on confirming that the product increments delivered in each sprint interoperate as designed and that no new regression errors were introduced. Release sprints ready the results of the completed build sprints, enabling promotion of a new set of configurations into production release, encompassing the following activities:

- Code and configuration promoted to final staging environment (TEST)
- Release hardening and regression tests
- Code promotion to production
- Final data conversion
- Production release and smoke test

During Release testing/hardening sprints, the team will perform end-to-end test for the new configurations and regression tests where applicable against previously released functionality. The Product Owner is responsible for prioritizing the team’s work on go-live critical defects in order to complete the project stage within the allocated sprint(s) (time box).

Like all of the previous testing done in the implementation approach, testers will utilize the test derived from the User Stories and Acceptance Criteria.

Conformance with the *Release* Definition of Done (which includes no Severity 1 2, or 3 defects open) constitutes the acceptance criteria for a Release. Defects are deviations from the Acceptance Criteria defined for the product backlog item. During the Release Hardening Sprint, Defects will be prioritized. Out-of-scope issues will be closed or deferred to a future release or post-production support backlog.

Warranty Period (90 days)

As described in the base contract, the warranty period is 90 calendar days. During the warranty period, the Contractor shall be responsible for fixing Severity 1 - 3 - defects related to the system configuration performed by Accela. This section does not apply to defects in the base Accela Civic Platform application, which are subject to the existing Service Level Agreements.

The parties agree that the State will execute a mutually agreed test plan prior to go-live. The Warranty period is not intended to extend the project's testing cycle post go-live.

Accela will resolve defects of Severity 1-3, found in the configuration performed by Accela in the first 90 days' post go-live during this period. For defects, the Contractor shall define the root cause of problems, recommend solutions and implement corrections.

Contractor Responsibilities:

- Resolve Severity 1-3 defects reported by the State within 90 calendar days following go-live per the agreed process.
- Adhere to the State's established release management procedures, seeking approval for deployment of changes from the State's designated release manager.
- Report to SOM PM on non-warranty hours worked or planned on a weekly basis.

State Responsibilities:

- Provide technical and functional user support for Post Production support and monitoring.
- Develop and maintain a Post Production Issues List.
- Reproduce issues and determine initial classification, severity, and priority. For Severity 1-3 and 2 Defects associated with Accela's assigned configuration scope, notify Accela of the new defect by logging a Support Case in Accela Community and notifying the Accela PM/Scrum Master.
- Provide timely responses to Contractor's request for information.
- Designate a Release Manager and define, maintain, and enforce Release/Configuration Management process and standards for the Release.

Acceptance Criteria:

- Severity 1-3Defects identified within the 90-calendar day period are resolved and deployed to production.

If, during the Warranty Period, the State wishes to make its own optional changes to the configuration, then the State will be responsible for the Configuration Management activities. If it is determined that a reported Warranty issue is not a Severity 1 or 2 Defect or otherwise was caused by changes implemented by the State, Accela will be compensated for its time to diagnose the issue using Post Production (non-Warranty) Support hours. In addition, the State may request other non-Warranty support from Accela on an hourly basis. Non-Warranty support hours will be billed monthly by Accela at the $225/hour contractual rate.

6. PROJECT STAFFING

Accela will commit the key personnel/resource types to the work defined in this statement of work. Before making personnel changes and as soon as a resource transition need is identified Accela will notify the State of Michigan (SOM) Project Manager. Accela will then present a resume and knowledge transfer/transition plan for the new resource to the State's project manager for mutual agreement prior to proceeding with the resource change. Unplanned project costs associated with resource transitions initiated by Accela are borne by Accela.

The table below defines key project roles and lists the named resources.

Project Role	Description and Qualifications	Assigned Resource
Project Manager / Scrum Master	Responsible for day-to-day project management and planning. Directs the activities of the Accela team. Facilitates daily stand ups, sprint planning, sprint review, and retrospective meetings. Removes obstacles impeding team progress. Possesses a minimum of 5 years project management experience for IT implementations.	Brian Berdanier (Accela)
Lead Consultant	Lead Consultant responsible for eliciting and translating State business requirements into actionable Accela solution designs. Possesses a minimum of 3 years' experience in a lead business analyst role for government software implementations.	Laurent Sorrentino (Accela)
Senior Solution Architect	Provides oversight and advises the team in product solution approaches, conversion strategies, infrastructural and architectural issues, interface design, and configuration management. Possesses a minimum of 5 years technical implementation experience in the Accela Civic Platform.	Jim White (Accela)
Data Conversion Specialist	Provides conversion strategy consulting and prepares conversion specifications. Executes conversions and performs data reconciliation. Possesses a minimum of 3 years' experience performing data conversion tasks and 1-year experience with Accela conversion.	David Hedd (Accela)
Automations Specialist	Provides automation oversight and leads the definition and development of automations. Possesses a minimum of 3 years' experience in defining and developing Accela automations.	Mike Linscheid
Reporting Specialist	Provides report development oversight, including specification document development and report development in Crystal Reports and Accela Ad Hoc reporting. Possesses a minimum of 3 years' experience in report development for Accela government software implementations.	Lydia Lim

The designated Agency Product Owner is: Jodi Cornell
The designated SOM Project Manager is: Chris Matthews

7. PAYMENT MILESTONES

Accela will perform the Services on a Milestone payment basis. Accela's total price to perform the Services and provide the Scope described herein is $4,899,570 exclusive of taxes and expenses (the "Fixed-Fee"). Accela is offering a onetime credit of $200,000 if this Change Notice is executed prior to Close of Business 3/22/2019.
If this timeline can be met Deliverable 57 below will be Void and Accela adjusted total price would become $4,699,570.
The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent as soon as Accela's Milestone Deliverable Acceptance Form is signed by the Agency. Please note, the payment amount is not a one to one indication of the level of effort (LOE). Each payment milestone is burdened with Project Management time and the amounts are designed to provide overall cash flow for the LOE of the project deliverables and duration.

indication of the level of effort (LOE). Each payment milestone is burdened with Project Management time and the amounts are designed to provide overall cash flow for the LOE of the project deliverables and duration.

The table below defines the payment milestones and acceptance criteria.

Number	Milestone Description	Acceptance Criteria	Payment Amount
Define Stage			
1	Project Kickoff	Project Kickoff Meeting, Initial Product Backlog Development, Working Project Schedule.	$175,000.00
2	License to Model Workshop complete	Project Training Bootcamp, license to Model Home mapping workshops complete	$30,000.00
3	Backlog Grooming Stage Complete for Group 1	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
4	Backlog Grooming Stage Complete for Group 2	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
5	Backlog Grooming Stage Complete for Group 3	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
6	Backlog Grooming Stage Complete for Group 4	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
7	Backlog Grooming Stage Complete for Group 5	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
8	Backlog Grooming Stage Complete for Group 6	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
9	Backlog Grooming Stage Complete for Group 7	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
10	Backlog Grooming Stage Complete for Group 8	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
11	Backlog Grooming Stage Complete for Group 9	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
12	Backlog Grooming Stage Complete for Group 10	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
13	Backlog Grooming Stage Complete for Group 11	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
14	Backlog Grooming Stage Complete for Group 12	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00
15	Backlog Grooming Stage Complete for Group 13	The Data Loader Spreadsheet for this model is setup and ready for Configuration Loads.	$80,000.00

Refine and Develop Stage			
16	Refine Stage Complete for Group 1	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
17	Development Stage Complete for Group 1	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
18	Refine Stage Complete for Group 2	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
19	Development Stage Complete for Group 2	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
20	Refine Stage Complete for Group 3	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
21	Development Stage Complete for Group 3	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
22	Refine Stage Complete for Group 4	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
23	Development Stage Complete for Group 4	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
24	Refine Stage Complete for Group 5	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
25	Development Stage Complete for Group 5	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
26	Refine Stage Complete for Group 6	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
27	Development Stage Complete for Group 6	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
28	Refine Stage Complete for Group 7	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
29	Development Stage Complete for Group 7	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
30	Refine Stage Complete for Group 8	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements	$100,000.00

		(CoA) Definitions, Conference Room Checkpoint.	
31	Development Stage Complete for Group 8	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
32	Refine Stage Complete for Group 9	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
33	Development Stage Complete for Group 9	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
34	Refine Stage Complete for Group 10	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
35	Development Stage Complete for Group 10	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
36	Refine Stage Complete for Group 11	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
37	Development Stage Complete for Group 11	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
38	Refine Stage Complete for Group 12	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
39	Development Stage Complete for Group 12	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
40	Refine Stage Complete for Group 13	Gap Analysis, Refined Group, Data Conversion Mappings, Requirements (CoA) Definitions, Conference Room Checkpoint.	$100,000.00
41	Development Stage Complete for Group 13	Mini Mock Data Conversion, Group Requirements (CoA) P.O Approved and loaded, Conference Room Checkpoint.	$100,000.00
42	Automations 1-35 Complete	Automations (non-model specific/non-CoA Requirements) scripts completed and ready for UAT.	$65,000.00
43	Automations 36-70 Complete	Automations (non-model specific/non-CoA Requirements) scripts completed and ready for UAT.	$65,000.00
44	Reports 1-15 Complete (3 new and 12 updates)	Reports 1-15 have been developed and delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$50,000.00
45	Interface Specs 1-4 Complete	Agency has approved the Interface Specs for interfaces 1-4 delivered by Accela.	$40,000.00

46	Interface Specs 4-8 Complete	Agency has approved the Interface Specs for interfaces 5-8 delivered by Accela.	$40,000.00
47	Interface 1-4 Complete	Interfaces 1-4 have been developed and delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$35,000.00
48	Interface 4-8 Complete	Interfaces 5-8 have been developed and delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$45,000.00
49	Interface updates Complete	Existing interface updates have been delivered per approved Specification and have been unit tested against test data in the SUPP environment.	$35,000.00
Deploy Stage			
50	Hardening Phase (UAT) Start	Release has been promoted to TEST environment and agreed upon test plan is ready to be executed.	$60,000.00
51	Hardening Phase (UAT) Complete	Completion of Hardening Sprints, Final Mock Conversion run, Production Cutover Plan and no open Sev 1-3 defects	$50,000.00
52	Go Live Complete	Release is promoted to Production environment	$160,000.00
53	90 Day Warranty Complete	90-day Post Go Live Warranty support complete and transition to Accela Customer Support. (See Warranty section above for details)	$60,000.00
Enhancements			
54	Record Updates	Make updates to the existing records to accommodate other professions.	$45,000.00
55	Phase I Retrofit	Retool the Phase 1 Nursing records to align with other Health Profession License Types. This includes incorporating Registered Nurse and Licensed Practical Nurse into the configurable scripts put in place as part of Phase 2.	$69,000.00
Training			
56	Five, 1-day end user training One 1-day code knowledge transfer to agency maintenance team.	Completion of five, 1 day on site end user training sessions Completion of One 1-day code knowledge transfer to agency maintenance team	$35,570.00
Credit Offer			
57	Hardening Phase (UAT) Start	If full contract execution is completed before COB 3/22/2019 the total contract value will be reduced by this value. If contract is not executed before the date above. This deliverable will be paid with deliverable 50 and have the same acceptance criteria	$200,000.00
		Total:	$4,899,570
	If full contract execution is completed before COB 3/22/2019	**Total:**	$4,699,570

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

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

8. ASSUMPTIONS

- Schedule Dependency on State Resources - To meet the overall timelines of the project, LARA and Accela will adhere to the current mutually agreed schedule (baseline defined in section 2 above and agree that time is of the essence. For schedule changes or elaboration during Sprint Planning, Accela and LARA will determine task deadlines, to be documented in the Project Schedule and/or assigned during Sprint Planning for each sprint. Unless otherwise defined, Accela expects a single review cycle (i.e., submit, review, cure, accept) will be achievable for deliverables and PBI approvals. Second reviews will focus on defects and comments raised during the first review. Review process and timeline will be clearly defined during the elaboration of the baseline project plan.

- Sprint Execution – LARA, DTMB, and Accela will be responsible for maintaining the quality of the Sprint execution. This includes but not limited to the duration, scope, task completion, feedback, participation, and backlog grooming required for sprint readiness. Any impact by any party to the Sprint may require a Project Change Request to address the need for more resources (i.e. time) to complete the remaining sprints and project activities. Once the Sprints have been set, any changes to the scope of the sprint could result in the need for a Project Change Request to account for the additional Sprints needed.

- Testing Execution - LARA will be responsible for the build out and completion of the testing scripts used to validate system functionality against requirements in scope. Case identification and disposition (training, new requirement, or defect) will need to be agreed upon at the end of each day by the LARA Product Owner and Accela Scrum Master/PM. This will allow for the proper execution of priority work items for the team to resolve to successfully close out the Sprint.

- Training Execution – LARA will be responsible for assigning training resources at the beginning of the project so proper knowledge transfer and training can be planned an acted on as part of the Build Sprints. Any switch in team members may require the need for a project change request to account for missing time.

- Data Conversion Execution – LARA is responsible for the data cleansing and transformation of data into the target schema format. Accela will execute test runs of the data comparing it against the source dataset provided by LARA. Accela will share data anomalies and support LARA in modifying a data map if any are required.

- Travel – Accela and the State will work collaboratively to formalize the Accela staff on-site schedule each month of the project. Accela has assumed a maximum of 80 individual week-long trips. Key Accela team members will be on site more frequently during the early stages of the project. During later stages, the schedule will shift to 30-50% on site and 50-70% offsite.

  Travel weeks allow for Accela staff to travel Monday morning and return Friday afternoon. Meeting times for travel weeks will begin 1 pm on Mondays and conclude by 5 pm on Thursdays. Accela's overall fee listed in the Payment Terms section is inclusive of expenses. The Agency will not be billed for travel expenses or travel time. The Agency will not receive expense reports or receipts.

9. OTHER GENERAL PROVISIONS

Projects Put on Hold

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. In such a case, the Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the Statement of Work. If the Agency chooses to re-engage at a later date, Accela will provide a new Statement of Work with revised pricing.

When a project is put on hold, a Change Management process will be invoked to:

- Manage the ramp off of resources and safe-keeping of project artifacts
- Pro-rate and invoice for partially completed deliverables
- Transition and re-engagement of resources at the end of the hold period

When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Expiration

If the project has not begun by June 30 2019, the current scope and terms may be renegotiated.

Final Acceptance

Final Acceptance is defined as conclusion of the ninety (90) calendar day Warranty Period.

EXPENSES:

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

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

EXHIBIT A

All allocations listed below for each model, are applied/estimated for each License associated to the record type in that model.

Model B: Base

This Model includes up to 3 Record Types: Application, License, and Renewal.

<u>Components included with the Application Record:</u>

- 1 predefined Sequence and Mask
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (Page flow to be created and maintained by SOM)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

<u>Components included with the License Record:</u>

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)

- Renewal Info (predefined)
- 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Disciplinary Actions (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model BR: Base, Relicensure

This Model includes up to 4 Record Types: Application, License, Renewal, and Relicensure.

Components included with the Application Record:

- 1 predefined Sequence and Mask
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (Page flow to be created and maintained by SOM)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)

- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Disciplinary Actions (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

<u>Components included with the Relicensure Record:</u>

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model BRT: Base, Relicensure, Temporary

This Model includes up to 5 Record Types: Application, License, Renewal, Relicensure, and Temporary License.

Components included with the Application Record:

- 1 predefined Sequence and Mask
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (Page flow to be created and maintained by SOM)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form

- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Disciplinary Actions (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Relicensure Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Temporary License Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Temporary License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Internal Use Only L2K Data (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model BRS: Base, Relicensure, Specialty

This Model includes up to 6 Record Types: Application, License, Renewal, Relicensure, Specialty Application, and Specialty Renewal.

Components included with the Application Record:

- 1 predefined Sequence and Mask
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)
    - Licenses in Other States (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Specialty History Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code

- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Disciplinary Actions (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Relicensure Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Specialty Application Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Specialty Subgroup (new, not to exceed 15 fields) *
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Specialty Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
  - Notification Generator (predefined)
  - Good Moral Character (selectable)
  - 1 Specialty Subgroup (predefined)
  - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model BRST: Base, Relicensure, Specialty, Temporary

This Model includes up to 7 Record Types: Application, License, Renewal, Relicensure, Temporary License, Specialty Application, and Specialty Renewal.

Components included with the Application Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
  - Notification Generator (predefined)
  - Good Moral Character (selectable)
  - Obtained By (predefined)
  - Licenses in Other States (predefined)
  - 1 Temporary License Subgroup 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *
  - 1 Specialty Subgroup (predefined)
  - 1 Custom Field or List Subgroup 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the License Record:

- 1 predefined Sequence and Mask set by Automation

- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 selectable Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Obtained By (predefined)
    - Internal Use Only L2K Data (predefined)
    - Renewal Info (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Specialty History Subgroup (predefined)
    - 1 Custom Field or List Subgroup 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Disciplinary Actions (predefined)
    - 1 Specialty Subgroup (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Relicensure Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)

- 1 Temporary License Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *
- 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Temporary License Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new Expiration Code
- 1 predefined Workflow
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Internal Use Only L2K Data (predefined)
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Specialty Application Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (Up to 10 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - 1 Specialty Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *
    - 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Components included with the Specialty Renewal Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Requirements (up to 5 requirement items) *
- 1 selectable Expiration Code
- 1 new Fee Schedule (up to 5 fee items) *
- 1 selectable Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)

- Good Moral Character (selectable)
- 1 Specialty Subgroup (predefined)
- 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Model M: Modification

This Model includes 1 Record Type: Modification.

Components included with the Modification Record:

- 1 predefined Sequence and Mask set by Automation
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 predefined Workflow
- 1 predefined Intake Form
- 1 new Page Flow (up to 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Modification (predefined)

*BPL must provide data in the format required

Model C: Custom

This Model includes up to 2 additional Record Types beyond a standard (BRST/7) Model Record Type set.

Components included with the Custom Record:

The Exhibit A License – Model map identifies License Types that do not conform to any of the Models. These **License Types are denoted as "custom". For the custom License Types, the following architectural** assumptions apply:

Up to two additional Record Types, each with the following:

- 1 new Sequence and Mask, no scripting
- 1 new Document Group (Document types to be added and maintained by SOM) *
- 1 new set of Unique Scripted Requirements (not to exceed 10 requirement items) *
- 1 new Expiration Code
- 1 new Inspection Type, if needed (1 checklist with up to 5 checklist items) *
- 1 new Fee Schedule (up to 5 fee items) *
- 1 new Workflow
- 1 new Intake Form
- 1 new Page Flow (not to exceed 4 steps with 2 pages per step)
- Various predefined, selectable, and new Custom Field and List Subgroups:
    - Notification Generator (predefined)
    - Good Moral Character (selectable)
    - Obtained By (predefined)

- 1 Custom Field or List Subgroup (new, up to 5 fields created by Accela, updates and maintenance by SOM) *

Automations

- For automations, not associated with CoA Requirements, we have assumed reuse of standard automations where possible and up to additional 70 automation items. Any automation for custom records will be deducted from the 70 Total.

EXHIBIT A
Proposed License to Model Matrix

Profession	License Type	Model	Group
Real Estate	Salesperson	Custom	1
Real Estate	Associate Broker	Custom	1
Real Estate	Individual Broker	Custom	1
Real Estate	Branch Office	Custom	2
Real Estate	Broker Company	Custom	2
Real Estate	Transfer Employing Broker Modification	Model M	2
Real Estate Appraisers	Limited Real Estate Appraiser	Model BR	3
Real Estate Appraisers	State Licensed Real Estate Appraisers	Model BR	3
Real Estate Appraisers	Certified General Real Estate Appraiser	Model BR	3
Real Estate Appraisers	Certified Residential Real Estate Appraisers	Model BR	3
Real Estate Appraisers	Temporary Practice Permit	Model B	3
Real Estate Appraisers	Appraisal Management Company	Model B	3
Audiology	Audiologist	Model BRT	4
Audiology	Audiologist Limited	Model BR	4
Psychology	Psychologist	Model BR	4
Psychology	Psychologist Doctoral Educational Limited	Model BR	4
Psychology	Psychologist Masters Limited	Model BR	4
Psychology	Psychologist Masters Temporary Educational Limited	Model B	4
Psychology	Psychologist Doctoral Temporary Educational Limited	Model B	4
Hearing Aid Dealers	Hearing Aid Trainee	Model BR	5
Hearing Aid Dealers	Hearing Aid Dealer	Model BR	5
Hearing Aid Dealers	Hearing Aid Salesperson	Model BR	5
Personnel Agency	Agent	Model BR	5
Personnel Agency	Agency A	Model BR	5
Personnel Agency	Agency B	Model BR	5
Sanitarians	Sanitarian	Model BRT	6
Sanitarians	Sanitarian Limited	Model BR	6
Sanitarians	Sanitarian Academic Limited	Model BR	6
Sanitarians	Sanitarian Education Limited	Model BR	6
Speech-Language Pathologist	Speech-Language Pathologist	Model BR	6

Speech-Language Pathologist	Speech-Language Pathologist Limited	Model BR	6
Speech-Language Pathologist	Speech-Language Pathologist Education Limited	Model BR	6
Acupuncture	Acupuncturist	Model BR	6
Architects	Architect	Model BR	7
Landscape Architects	Licensed Landscape Architect	Model BR	7
Professional Engineers	Professional Engineer	Model BR	7
Professional Surveyor	Professional Surveyor	Model BR	7
Qualified Interpreters	Qualified Interpreter Level 1	Model BRS	7
Qualified Interpreters	Qualified interpreter Level 2	Model BRS	7
Qualified Interpreters	Qualified interpreter Level 3	Model BRS	7
Massage Therapist	Massage Therapist	Model BRT	8
Athletic Trainer	Athletic Trainer	Model BRT	8
Counselors	Professional Counselor	Model BRT	8
Counselors	Professional Counselor Limited Grandfather (conversion only)	Model BR	8
Counselors	Professional Counselor Educational Limited	Model BR	8
Counselors	Professional Counselor Educational Limited - 10	Model BR	8
Social Workers	Social Service Technician	Model BR	9
Social Workers	Social Service Technician Limited	Model BR	9
Social Workers	Bachelor's Social Worker	Model BR	9
Social Workers	Bachelor's Social Worker Limited	Model BR	9
Social Workers	Master's Social Worker	Model BRS	9
Social Workers	Master's Social Worker Limited	Model BRS	9
Accountancy	Registered Accountant	Model BR	10
Accountancy	Licensed Accountant	Model BR	10
Accountancy	Accountancy Firm	Model BR	10
Accountancy	Temporary Practice Permit	Model B	10
Collection Practices	Non-Owner Manager	Model BR	10
Collection Practices	Collection Agency Non-Owner Manager	Model BR	10
Collection Practices	Collection Agency Owner Manager	Model BR	10
Nursing Home Administrators	Nursing Home Administrator	Model BR	11
Respiratory Care	Respiratory Therapist	Model BR	11
Respiratory Care	Respiratory Therapist Temporary (conversion only)	Model B	11
Chiropractors	Chiropractor	Model BRST	11
Chiropractors	Chiropractor Educational Limited	Model BR	11
Chiropractors	Chiropractor Temporary	Model B	11

Physical Therapy	Physical Therapist	Model BR	12
Physical Therapy	Physical Therapist Temporary (conversion only)	Model B	12
Physical Therapy	Physical Therapist Assistant	Model BR	12
Physical Therapy	Physical Therapist Assistant Limited (conversion only)	Model B	12
Marriage and Family Therapy	Marriage & Family Therapist	Model BRT	13
Marriage and Family Therapy	Marriage & Family Therapist Educational Limited	Model BR	13
Occupational Therapists	Occupational Therapist	Model BR	13
Occupational Therapists	Occupational Therapist Limited	Model BR	13
Occupational Therapists	Occupational Therapy Assistant	Model BR	13

EXHIBIT B
Existing System Enhancements

Summary	Story
Code Enforcement Payment	The ability to make a payment on the code enforcement record.
Update existing record types Nursing Profession Retrofit	Need to make updates to the existing records to accommodate other professions which are not limited to: Temporary Military Spouse, Special Volunteer, Reinstatement, Reinstatement/Reclassification, CE Audit, Enforcement, Complaint, Prelicensure Education Approval, CE approval, Verification, modification(s). Retool the Phase 1 Nursing records to align with other Health Profession License Types. This includes incorporating Registered Nurse and Licensed Practical Nurse into the configurable scripts put in place as part of Phase 2, Setting up configuration to mimic component standards (Contact, Custom Fields, Page flow, Fees, and Workflows of similar health profession licenses.

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

CONTRACT CHANGE NOTICE

Change Notice Number **32**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon , Suite 120
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Kevin Rosinski	MULTI
		517-284-5304	
		rosinskik@michigan.gov	
	Contract Administrator	Matt Weiss	DTMB
		517-256-9895	
		weissm4@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☒ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$15,176,114.87	$1,177,020.00	$16,353,134.87

DESCRIPTION

Effective 2/26/2019, with Administration Board approval, this contract is hereby increased by $1,177,020.00. This will allow the State of Michigan's Department of Licensing and Regulatory Affairs (LARA) to renew licenses for the 2019 Fiscal Year. In addition, the State is adding 200 hours of Time and Materials support to facilitate data conversion and implementation activities for the Bureau of Construction Codes in the attached Statement of Work (SOW).

The source of funds to be added to 071B3200042 will come from the Bureau of Marijuana Regulation (BMR), Bureau of Professional Licensing (BPL), Bureau of Community Health Systems (BCHS), Michigan Occupational Health and Safety Administration (MIOSHA) and the Bureau of Construction Codes (BCC).

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 2/26/2019.

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

Project Title: **Accela Licensing Renewal**	**Period of Coverage:** **12/27/2012 through 12/26/2019**
Requesting Department: **Licensing and Regulatory Affairs**	**Date:** **01/17/2019**
Agency Project Manager: **Tim Gajda**	**Phone:** **517-335-6488**
DTMB Project Manager: **Stuart Willard**	**Phone:** **517-284-5300**

BACKGROUND: The Department of Licensing and Regulatory Affairs needs to renew their Accela and Plan Review software licenses in use by various bureaus within the department.

The source of funds to be added to **071B3200042** will come from the Bureau of Marijauana Regulation (BMR), Bureua of Professional Licensing (BPL), Bureau of Community Health Systems(BCHS), Michigan Occupational Health and Safety Administration(MIOSHA) and the Bureau of Construction Codes (BCC).

PROJECT OBJECTIVE: To add the necessary funds to the Accela Enterprise Contract to pay Accela for FY 19 license renewals. In addition, the change notice adds 200 hours of Time and Materials support to facilitate data conversion and implementation activities for the Bureau of Construction Codes.

SCOPE OF WORK: Licensing and time and materials assistance.

TASKS: As directed

DELIVERABLES:

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

Product	Bureau	Qty	Contract	Term	Cost
Accela Citizens Access	BPL	1	Change Notice 17, p 111	09/30/18 to 09/29/19	$135,000
Accela Automation	BPL	400		02/08/19 to 02/07/20	$249,504
Accela Mobile Office	BPL	51		02/08/19 to 02/07/20	$29,988
TOTAL	**BPL**				**$414,492**
ePlan Check Plan Review Software	BCC	23	Change Notice 4, Appendix C, p376	12/27/17 to 12/26/18	$27,324
ePlan Check Plan Review Software	BCC	23		12/27/18 to 12/26/19	$27,324
Accela Citizens Access	BCC	1	Change Notice 1, Appendix C p560	02/27/19 to 02/26/20	$150,000
Accela Automation	BCC	150		02/27/19 to 02/26/20	$178,200
Accela Mobile Office	BCC	110		02/27/19 to 02/26/20	$64,680
Accela Time and Materials Hourly Support at the rate of $225.00 per hours	BCC	200		12/27/18 to 12/26/19	$45,000
TOTAL	**BCC**				**$492,528**
Accela Citizens Access	MIOSHA	1	Change Notice 26, p39	12/05/18 to 12/4/19	$135,000
TOTAL	**MIOSHA**				**$135,000**
Accela Citizens Access	BMR	1	Change Notice 22, p59	02/08/19 to 02/07/20	$135,000
TOTAL	**BMR**				**$135,000**
GRAND TOTAL					**$1,177,020**

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

PROJECT CONTROL AND REPORTS:

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

1. **Hours**: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

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

3. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

NOTE: ***Payment can be based upon:***

- ***Time and Materials***
- ***Satisfactory acceptance of each Deliverable***

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

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

EXPENSES:

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

PROJECT CONTACTS:
The designated Agency Project Manager is:
Tim Gajda
gajdat@michigan.gov
517-335-6488

The designated DTMB Project Manager is:
Stuart Willard
willards@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED: 2nd Floor, Mason Building.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

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

CONTRACT CHANGE NOTICE

Change Notice Number **31**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
Program Manager	Kevin Rosinski	MULTI
	517-284-5304	
	rosinskik@michigan.gov	
Contract Administrator	Garrick Paraskevin	DTMB
	(517) 284-6993	
	paraskeving@michigan.gov	

CONTRACT SUMMARY			
CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$15,176,114.87	$0.00	$15,176,114.87

DESCRIPTION
Effective 9/12/2018, the parties add the services detailed in the attached Statement of Work related to the Residential Builders project. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement approval.

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

Project Title: **Licensing Modernization Project – Residential Builders**	Period of Coverage: 8/22/18 – 12/30/18
Requesting Department: **Department of Licensing and Regulatory Affairs**	Date: 8/22/18
Agency Project Manager:	Phone:
DTMB Project Manager: Katherine Russman	Phone:

BACKGROUND:
The base contract Statement of Work ("SOW") sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1 – 29 ("Base Contract") remain in effect. Change notice 29 defines the approach for delivery of the Residential Builders program scope through a series of releases using an Agile Scrum framework.

PROJECT OBJECTIVE:
The purpose of this change notice is to add additional requirments to change notice 29 which will extend the project schedule.

SCOPE OF WORK:
The customer has identified 24 new items they would like to include in this release. These items total 418 additional points. Accela will work with the DTMB project manager to include these items and remove any exsistings items that are no longer "must haves" from the product backlog in Jira. Accela has choosen not to charge for the development of these new requirments just for the costs associated with the the schedule extension. Below is a breakdown of those Costs:

Res Builders Change Order Estimate			
TASK	**Hours**	**Rate**	**Sum**
Review and estimate new requirments with state staff	12	$ 225	$ 2,700
Addional data conversion run and new mapping	40	$ 225	$ 9,000
Additional move from Supp to TEST environment to resart UAT	12	$ 225	$ 2,700
Additional Management time for 4 additional sprints (8 weeks)	60	$ 225	$ 13,500
TOTAL	124	$ 225	$ 27,900.00

TASKS:
The 24 items to be added to product backlog along with their associated points are listed below

- Re-licensure Scripting: 16 points
- Michigan Business Resident Verification Scripting: 8 points.
- Optional Social Security Checkbox: 1 point
- Optional Social Security Expression: 5 points
- Option Social Security Scripting: 8 points
- Optional Photo ID Checkbox: 1 point
- Optional Photo ID Expression: 5 points
- Optional Photo ID Scripting: 8 points
- Exam configuration: 5 points

- Exam scripting:24 points
- Sales person workflow update: 5 points
- 2405 Suspension Scripting: 24 points.
- Display Companies Qualifying Officer linked to: 16 points
- QO History table: 4 points
- QO scripting:16 points
- QO Verification report: 12 points
- Multiple DBA logic: 30 points
- Build Transfer Application: 30 points
- Update License status group for renewals: 0
- Update builder primary status group: 0
- Hold on salesperson until company renews: 16
- Report of companies that no longer have a QO: 8
- Enforcement Reports (10 reports): 160
- Enforcement Workflow Updates: 16

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. This change notice will add one additional deliverable for this project:

Deliverable Name	Value	Acceptance Criteria
Change Notice for Additional Requirments/Time	$27,900	Deliverable will be considered complete once the new items are complete and the project re-enters UAT

PROJECT CONTROL AND REPORTS:

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

1. **Hours**: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

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

3. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

See Deliverables section above

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

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

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

The designated DTMB Project Manager is:
Russman, Katherine (DTMB) <RussmanK@michigan.gov>

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Off site

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

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

CONTRACT CHANGE NOTICE

Change Notice Number **30**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Jonathon Knight
	925-359-3560
	jknight@accela.com
	CV0066532

STATE			
	Program Manager	Kevin Rosinski	LARA
		517-284-5304	
		rosinskik@michigan.gov	
	Contract Administrator	Marcy Sims	DTMB
		(517) 284-7016	
		simsm4@michigan.gov	

CONTRACT SUMMARY			
LARA CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$15,176,114.87	$0.00	$15,176,114.87

DESCRIPTION

Effective 3/22/2018, the parties add the services detailed in the attached Statement of Work and Backlog related to the Michigan Medical Marijuana Program - Patient Registration project. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement approval.

Statement of Work

State of Michigan

Department of Licensing and Regulatory Affairs

Licensing Modernization - Michigan Medical Marihuana

Program 0**3**/1**9**/2018

Version .2.4

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

TABLE OF CONTENTS

DOCUMENT CONTROL

Date	Author	Version	Change Reference
1/25/2018	D. Madore	1.0	Initial draft
2/16/2018	S. Blonde	2.0SOM	Second Draft after 2/15/2018
2/22/2018	D. Madore	1.1	Adjustment in scope
3/8/2018	D. Madore	1.2	Schedule adjustment
3/9/2018	S. Blonde	2.1 SOM	Merge D. Madore Document Changes and SOM Changes
3/13/2018	D.Madore	2.2	Merge comments to latest version
3/15/2018	D.Madore	2.3	updates
3/19/2018	D.madore	2.4	Final w interface language

INTRODUCTION

This Statement of Work ("SOW") dated ________ sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All the terms and conditions of the original agreement, as modified by Change Notices 1 – 29 ("Base Contract") remain in effect unless modified by this SOW. Note: All Contract Change Notices not listed above do not apply to the LARA agency.

This change notice defines the approach for delivery of the Licensing Modernization – Michigan Medical Marihuana – program scope through a series of releases using an Agile Scrum framework.

SCOPE OF SERVICES

The sections that follow define the scope and delivery approach for this SOW, providing a detailed description of each item listed below.

- Scope of Work
- Implementation Approach and Release Plan
- Management and Governance
- Team Roles and Responsibilities
- Delivery Approach
- Project Staffing
- Payment Milestone Deliverables
- Assumptions
- Other General Provisions
- Critical Success Factors
- Warranty

1. SCOPE OF WORK

The scope of work consists of the items detailed in the baseline Product Backlog (Exhibit A). The Product Backlog includes all User Stories, associated Acceptance Criteria, and Assumptions. Each item in the initial Product backlog will be prioritized with the MoSCoW framework (*Must have*, *Should have*, *Could have*, and *Would like but Won't have)* for each the following business area:

- Multiple Application Issuance
    - 3 different registrations
        - patient,
        - caregiver
        - minor patient
- Amendments
- Interfaces
- Batch Job
- Reports
- Physician portal
- Denials

The scope of the Licensing Modernization – Michigan Medical Marihuana Program Project is represented by the set of requirements in Exhibit A and this Statement of Work.

During the Foundation Analysis (Sprint 0), these requirements will be updated to include the implementation activities that are required to implement the project scope (which include the Solution Foundation, configuration, automation, workflows, scripts, interfaces, reports, and data conversion) which will become the detailed product backlog.

The Solution Architecture documented below provides the project team with overall project sizing parameters to work within when elaborating the initial product backlog during Sprint 0. The assumptions made are based on a goal of leveraging standards and reuse while applying a moderate level of configuration and automation. Following Sprint 0, when the baseline product backlog is defined, the sizing assumptions in this Section 1 will no longer apply.

The Agency may assign subject matter experts, developers and report writers to this project with the intention that these personnel will gain knowledge to support and maintain the system upon completion. The Agency staff may also be assigned tasks during the development of this system to enhance their learning experience.

In conjunction with Exhibit A, the information below defines Accela's envisioned architecture for the Licensing Modernization – Michigan Medical Marihuana Program –solution within the Accela Civic Platform. The envisioned architecture applies standards and may reuse from the phase 1 Medical Marihuana project-. This approach enables a uniform user experience and increases the amount of reusable configuration items, thereby reducing project risk and increasing maintainability of the solution.

Initial Accela Civic Platform Solution Architecture

The Solution Architecture will be clarified and detailed during Sprint 0 and further elaborated throughout the system development.

Workflow

- Solution provides back office interface for data entry of paper submissions (Accela Automation).
- Solution provides on-line customer interface for the applicant to enter information in via the web (Accela Citizen Access).

- Each page flow will contain the number of pages that are necessary to fulfill requirements.
- The solution will leverage the License Applications, Licenses, and Renewals Best Practice Template configurations as a basis for the Build phase. Back office workflows are standardized across license types, with allowance for up to 2 additional tasks per workflow for license-specific activities per license type.
- The back-office Intake Form configurations are uniform across license types.
- Intake Forms submitted in the back office will be validated in same process as forms received Via Citizen Access.
- Solution provides for one fee assessment script per application, which is the also utilized as the citizen portal script.
- Solution provides verification of application background information through the use of approval conditions.
- For each of the licenses, solution includes workflow to manage:
    - Application Approve and Deny Workflows
        - Application Process To Include The Physician Certification Process
    - Amendments

Reports

- Based on the requirements provided in Exhibit A. Accela will deliver up to 2 new high complexity reports and up 23 new medium complexity reports. This includes any system generated emails. Complexities are defined as follows
    - Low Complexity: Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels)
    - Medium Complexity: Reports that require some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, system generated emails, journals, logs). Many agency reports fall under this category.
    - High Complexity: Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports, schedules, and agendas.
- Additional reports, changes in complexity, or major rework on reports will invoke the Change Control process.
- The agency will be responsible to provide requirements for each report to be developed.

Data Conversion

All active registration types will be migrated into Accela (Note: SOM will provide a repository for lapsed items)

- Conversion from a single legacy data source is included. The State will map, transform, and load this data into a combined (single) dataset and provided to the Accela team in the agreed upon staging schema format for each test run.
- Accela will complete 3 runs of the full data conversion (two Draft and one Production). Partial test runs may be scheduled during sprints as per decisions made during Sprint Planning.
- Accela will provide the appropriate data capture templates (i.e., staging schema format) to the State.
- The State will be responsible for data cleansing and data transformation prior to loading data into the data capture templates (staging area).
- Accela will be responsible for the accuracy of the data using the schema format/data collection template as the source in comparison to the data destination within the Accela Civic Platform.

Interfaces

It is expected all interfaces will use Accela's GovXML, web services or the Accela Automation Batch Framework. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology available within the base product.

Interfaces to be Developed:

- Department of State
- BPL Database- (License Verification web call to L2K and Accela
- Register Public User Portal
- State Wide Monitoring System METRC
- Law Enforcement Network
- Bulk Scanner (Xerox or Ricoh)

Interfaces to be Updated to include Michigan Medical Marihuana – Patient Registration:

- On-line payment process (interface to CEPAS) DO NOT ALLOW echeck

General Assumptions:

- Agency has adopted specific procedures to comply with the requirements of SUITE and SEM for externally developed applications. Agency will certify that the interface deliverables provided are thoroughly tested, reviewed for security flaws and contain proper error handling to adhere to SOM standards and maintainability. An agreeable configuration management plan will also be detailed for each interface that is developed or modified to ensure that artifacts are introduced into the LARA AS ALM workflow and promoted through each higher environment.
- All interface updates will use existing functionality and workflow. The updates will be to add the Licensing Modernization – Michigan Medical Marihuana –program as part of their current process.
- Based on design requirements, Accela and Agency will collaborate to provide VPN tunnels as needed for production and testing environments.
- For all interfaces that require standalone deployments, the interfaces will be hosted on the Agency network. The Agency will be responsible for the infrastructure required for hosting, for all environments.
- For interfaces with 3rd party products, the interface will be developed against a single agreed-upon version of the 3rd party product as noted in the specification document.
- Agency and Accela will jointly develop specifications for required interfaces to legacy Agency and external systems. Agency will certify all interfaces through handshake tests scheduled during Build Sprints prior to the start of the final release hardening sprint. Agency staff will assist the Accela team to develop the legacy portion of the interface, create test data, perform tests on each interface, and approve the final version for moving into production. Other Agency interface responsibilities include:
    - Data transformation, as necessary, to meet the requirements defined in the interface specification.
    - Stabilization of the target legacy interface applications.
    - Coordinating development of any external interfaces per the agreed project schedule.
    - Developing/maintaining a test environment for target legacy interface applications.
    - Taking corrective action based on test results for legacy environment within two business days where possible.
- The purpose of all interfaces will be strictly limited to an exchange of data.
- Agency or any concerned participating agency will be responsible for making the necessary modifications to the Agency or third-party systems to make an interface available to Accela. Agency will be responsible for the actions of any concerned participating agency which makes such modifications to the Agency or third-party systems.
- For all interfaces that are based on data file extracts, Accela has assumed one data file type per source system i.e. the agency that provides the data for that source system would have consolidated all necessary data into one file, in a mutually agreed upon format.
- For real time integration, Agency will provide test systems/environment with appropriate level of access for the Accela team to enable development and testing of such interfaces.

2. IMPLEMENTATION APPROACH AND RELEASE PLAN

The team will adhere to an Agile Scrum framework tailored for the State of Michigan and the Accela Civic Platform. The methodology is an adaptation of Agile methods to work within this project's unique constraints of fixed price and fixed scope, a low risk tolerance, geographically distributed development teams, and implementation of a COTS product.

The Agile framework for this project defines a series of 4 types of sprints:

1) Foundation Analysis Sprint (Sprint Zero)—Upon project start, the team will begin with a Sprint Zero to further elaborate the Release 1 product backlog (defined in Exhibit A) with focus on elaborating the user stories in the product backlog assigned to Sprint 1.
2) Construction (Build) Sprints – Following Sprint Zero, construction begins through a series of time-boxed build Sprints. The team uses the outputs from the Sprint Zero to inform the solution architecture, configure the solution foundation, and develop the technical components. Working software is delivered during the sprints, with conversions, interfaces and reports developed concurrently. Sprints are time-boxed in order to maintain the integrity of the delivery timeline. Within a sprint, development proceeds according to the established priorities. The product developed in each sprint is reviewed and validated by the Product Owner with support from Agency SMEs, often through a walk through, facilitated by the developer, of each use case in the system.
3) Readiness (Production Release) Sprints – Completion of the planned sprints is entry criteria for Production Release sprint(s), during which the team completes final end-to-end and regression tests, performs the final data conversions, and promotes the software to production.
4) Warranty Period 90-calendar days – Following production go-live, Accela will provide a 90-calendar day post-production warranty period, as further described below.

The release plan provides for go-live within 6 months and is broken down as follows:

- 1-week Project Startup phase for plan elaboration, project kick-off meeting.
- 2-week Sprint 0 (Foundation Phase) for backlog elaboration
- 18-week Construction phase to include 9 build sprints
- 4-week Readiness phase for final testing and production release
- 90-Calendar Day Warranty Period

The graphic below depicts an overview of the release schedule.

SOW 1 - Michigan Medical Marijuana Program - Patient Registration	**126d**	**03/16/18**	**09/07/18**
Execute Change Notice (SOW)	0	03/16/18	03/16/18
Project Startup	5d	03/19/18	03/23/18
Sprint 0 Backlog Elaboration	10d	03/26/18	04/06/18
Construction - Build Sprints	90d	04/09/18	08/10/18
Readiness - Hardening & Production Release Sprints	20d	08/13/18	09/07/18
Go Live	0	09/07/18	09/07/18
90 Day Warranty	65d	09/07/18	12/06/18

3. MANAGEMENT AND GOVERNANCE

This section defines the project management practices, governance bodies, and associated processes. The sections that follow describe these elements in detail.

- Status Reporting
- Issue, Risk, and Action Item Management
- Project Schedule
- Definition of Done and Deliverable Acceptance
- Change Control
- Project Tools
- Project Governance Framework

Status Reporting

The DTMB Scrum Master/Project Manager will provide a written weekly status report to the Agency Project Manager and Product Owner. The DTMB Scrum Master/Project Manager will publish the weekly status using the State's on-line collaboration tool.

The weekly report will include the percentage of completion for each Product Backlog Item (User Story), the pass rate for the Story Tests, key Project delivery milestone status, estimated completion date for each milestone, as well as other information relevant for the delivery of the project as may be agreed upon between the parties' Product Owner and Scrum Master.

The online collaboration tool will be also used to track risks, action items, and issue escalations between the Accela Project Manager, Agency Scrum Master/Project Manager, and LARA Product Owner.

The project management team will meet weekly to discuss the status and review the report using the online tool.

Issue, Risk, and Action Item Management

DTMB will use an online collaboration tool to document change requests, project issues, and project risks. The project management team will review these items during the weekly management calls to assign owners, drive to due dates, and escalate to the appropriate individuals or governance body where required. The Accela Project Manager/Scrum Master will identify issues blocking team progress and impacting team velocity. If blocking issues are not resolved within 1 business day, the Accela PM/SM will escalate to the Accela Director and the Agency oversight team for resolution.

Definition of Done and Deliverable Acceptance

Meeting quality assurance standards during each sprint is the responsibility of the Scrum team. Quality assurance standards are defined in the Definition of Done for a Sprint and a Release.

For a Sprint, the following acceptance criteria will apply and achievement of all of them constitutes the "Sprint Definition of Done:"

- Team member completes the Project Backlog Item (PBI) work.
- Associated configurations and code is deployed to the development environment against current version in source control, where applicable.
- Item has passed unit test.
- Item has been peer reviewed to confirm meeting development standards.
- Backlog Item test cases passed. (Acceptance Criteria will be documented in each task ticket in JIRA ticketing system) Testers must complete testing for each PBI within the timeframe defined by the team during Sprint Planning for the sprint.

- Regression test cases updated, as appropriate.
- Item is deployed to test environment and passed at least 80% of system/regression tests (regression tests as defined in Acceptance Criteria for previously completed PBIs). Testers must complete regression testing for the PBIs in the sprint within the timeframe defined by the team during Sprint Planning.
- No Severity 1, 2 or 3 defects remain for the PBI. The Product Owner may temporarily allow Severity 3 defects during the Sprint Acceptance, evaluated on a case-by-case basis.
- Configuration and script register updated.
- Product Owner has reviewed and moved to “Done.”
- Remaining hours for item/task set to zero and task closed in JIRA.
- Organizational Readiness activities identified and assigned.

For a Release, the completion of all the following acceptance criteria for a Deliverable will apply and constitute the “Release Definition of Done:”

- Sprints planned for the release are complete.
- The Product Backlog Items scheduled for the release are complete.
- Code is deployed to the Production environment.
- Severity 1, 2, and 3 Defects identified during the build sprints are resolved.
- Code ownership is transitioned to the steady-Agency operations team.

Definition of Defect, Defect Severities

A Defect is defined as a deviation from the established acceptance criteria for a PBI. The table below elaborates the severity levels for Defects and shall be assigned by the LARA Product Owner.

Severity Level	Description
1	This is a “must fix” problem, a “showstopper.” The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem does not have a workaround that is reasonably acceptable to the corresponding end-users.
2	This is a problem that is causing significant loss of feature functionality but the system can recover from the problem and it does not cause total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.
3	This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable, but causing significant efficiency loss. Problem is cosmetic, but public facing and deemed go-live critical.
4	This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available with minor efficiency loss. Minor issues, misspellings, cosmetic changes, etc.

Change Control

Sprint 0 will establish the user stories and baseline backlog items that will be assigned to Accela. During Sprint 0, the initial product backlog will be estimated using story points for purposes of understanding the relative effort to develop each item. The parties recognize that there will be change throughout this project. Change is defined as any of the following:

- New Product Backlog Items – The addition of a new Epic, User Story, or Product Backlog Item (PBI), that is not traceable to, and required by, an existing Product Backlog item is a project change. The Product Owner must approve the addition of a new PBI. The Scrum Team will estimate the new PBI and assign Story Points. Exhibit A defines the baseline Product Backlog for the Release.
- Change to Existing PBI – Change to an existing PBI that impact the level of effort to complete it (estimate and story points) is considered a project change and is documented by the Product Owner adding a new PBI to define the change. For example, a change to the Acceptance Criteria or a specification that impacts the complexity constitutes scope change. Changes impacting PBIs/user stories completed in a previous sprint may require additional rework. If rework is required, the rework changes will be added to the Product Backlog as a new PBI/user story.
- Change to Definition of Done – Changes to the Definition of Done for a Sprint or Release may impact the level of effort for completing PBIs and delivering a release, impacting overall delivery velocity. Accela will assess proposed changes to the applicable Definition of Done and document the impacts in a Change Notice (e.g., change impacts schedule, scope, or costs).
- Change in Projected Team Velocity – The velocity of the team is dependent on all team members fulfilling their assigned tasks or actions within the timeframes agreed during Sprint Planning. The team will monitor projected velocity against actual velocity. If actual velocity falls below the projected velocity, the team will assess the root cause of this velocity impact. If the root cause is attributed to Accela team member performance or management issues, the project change and associated impact will be borne by Accela. If the velocity impact is attributed to Agency team member performance or management issues (such as delays in decisions or issue escalation/resolution), the project change/impact will be borne by the Agency. In either case, the Product Owner will document the change and impact with support from the Scrum Master. For velocity changes attributed to the Agency that impact the overall project costs or overall release timeline, Agency will process a Change Notice adjusting the deliverables/payment amounts to incorporate the additional cost.
- Exceedance of Sizing Factor Limits – Sizing factor limits define the maximum product backlog size and allowances for a predefined set of configuration items within a Release. These sizing factors are provided in the Scope section above as well as Exhibit A. Examples of sizing factors include the baseline allowance of Story Points for the release, number/complexity of reports, number of event scripts, and number and complexity criteria for legacy data source conversions.

Non-Productive Time – Accela's fixed price for this SOW assumes that the Accela team will have complete, timely, and accurate information and other deliverables and dependencies from the Agency team, enabling the team to be productive during working hours throughout the course of the project. Issues impacting Accela team members' productive time will be escalated to the Change Control Board (CCB) and a mutually agreed resolution must be in place within twenty-four (24) hours on the next working day from the initial escalation, if possible. No changes shall be made to Sprint Backlog (user stories/PBIs) during the current Sprint, for either PBIs/user stories already delivered but not yet accepted and PBIs/user stories accepted.

The Product Owner can address Standard Changes (see below for process) within the Agile framework without impact to the overall project (with agreement from the Scrum Master and Scrum Team) by re-prioritization of the Product Backlog. For example, if a new "must-have" user story is identified during Sprint 2, the Product Owner can schedule the new user story for Sprint 3 as long as a user story of equivalent size (hours, story points, and sizing factors) is removed from the Product Backlog.

Changes to the backlog that increase the overall project scope, level of effort, or timelines for the Release, that are not offset by compensating reductions, must be approved following the Extraordinary Change Request process set forth below.

Standard Change Request Process – Standard changes are items that can be addressed through reprioritization of the Product Backlog without impacting the overall scope, delivery timeline, or costs. The decision makers required for standard changes include the Accela Project Manager, LARA Product Owner, and DTMB Scrum Master/Project Manager.

- For each change where Accela, LARA, and DTMB agree to define as a new PBI/user story, the LARA Product Owner completes the definition of the story.
- The Accela team will analyze the change during the next scheduled Sprint Planning session to estimate and size (hours and story points) the new PBI and check against available sizing factor allowances. If the change applies to an already implemented PBI/story then any rework or impacts to other stories required will be added as another PBI/story.
- The LARA Product Owner must attend this analysis session.
- The LARA Product Owner must make the decision concerning the change. There are two possible options:
    - Accept the change into the Product Backlog and decide which PBI/story (or stories) are to be removed to offset the added size (hours, points, sizing factors) or
    - Reject the change.
- Finally, the LARA Product Owner will prioritize the new PBI/story (if added) against the Product Backlog.

Extraordinary Change Request Process – If a change will exceed the baseline product backlog size (as defined by story points and sizing factors) or otherwise impact the planned number of sprints and Release date set for the project, then the LARA Product Owner will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change.
- The Accela Project Manager and DTMB Scrum Master/Project Manager will work with the team to perform an assessment/review to determine the full impact on the project, including cost and timeline impacts if applicable.
- Escalate this assessment to the Change Control Board (CCB). The LARA Executive Steering Committee performs the CCB role.

The Extraordinary Change Process will conform to the Change Control Process as defined in the base contract which will require a contract change amendment.

Project Management Tools

The project team will use the following tools

- SharePoint – Accela will establish a SharePoint site for storing project documents.
- JIRA – Accela will establish a JIRA instance for the project team to use as its virtual Scrum Board. Accela will load the product backlog into JIRA and the team will use the tool during Build Sprints to organize and track work. The Scrum Master will use this tool to monitor project metrics such as Burndown and Velocity.

Project Governance Framework

Project Governance occurs at multiple levels with the goal of maximizing business value and mitigating risks for the project.

- Project Level – Project level governance is performed by the project management team consisting on the Accela Project Manager, DTMB Scrum Master/Project Manager, and LARA Product Owner. This team is empowered to make day-to-day decisions within the constraints of the project SOW. This team meets weekly to review project status, identify and mitigate risks, resolve issues, and monitor action items. This team is responsible for escalating issues to the Program Level governance team where unable to reach resolution or otherwise avoid impacting the project scope, timeline, resources, or costs.
- Program Level – Program level governance is performed by the Accela Services Director, LARA Program Director, and DTMB Program Manager. This team meets on a bi-weekly basis and handles issue escalations, supports risk mitigations, and makes decisions. This group is responsible for rapidly addressing blocking issues escalated from the Project Team.
- Agency Level – Agency level governance is performed by the LARA Executive Steering Committee. This team meets monthly and its membership includes the Program Level team plus the Accela Services Vice President, LARA Director, LARA Deputy Director, DTMB Contract Compliance Manager, DTMB Business Relationship Manager.

4. TEAM ROLES AND RESPONSIBILITIES

A joint team comprised of Accela and Agency of Michigan resources will perform this SOW. Team size and composition may vary based on the Release scope and activities underway during a given sprint. Accela will quote a fixed-price for the anticipated scope of work for this SOW and, based on Agency's fulfillment of the applicable Assumptions and any Agency-initiated change requests which arise, deliver the deliverables in accordance with the applicable acceptance criteria and in conformance with the timeline milestones for each deliverable. The joint team will work to refine the required scope during each sprint and as a result Accela will assign the required resources to the team, which may change during a Release in response to project demands. LARA will provide the necessary personnel to perform its responsibilities in support of the joint team.

General Accela Responsibilities

- Development and Unit Test - Perform software configuration and development for the PBIs assigned to Accela staff in each build sprint.
- Defect Correction - Resolve Severity 1 and 2 defects (related to PBIs assigned to Accela staff) discovered during sprint testing within the sprint within 2 business days, or according to an alternate timeline mutually agreed with LARA Product Owner. Resolve Severity 3 defects within the sprint, per direction of the Product Owner. Resolve all Accela-owned Severity 3 defects prior to Release. Severity 4 defects are treated as new PBIs and prioritized by the Product Owner according to the Change Control process defined above.
- Backlog Grooming Support - Support the LARA Product Owner in backlog grooming activities by providing consultative support for defining Accela solution approaches, for up to 6 hours of backlog grooming working sessions per sprint. Any additional backlog grooming tasks assigned to Accela resources (outside the allocated 6 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.
- Knowledge Transfer - Enable Accela product knowledge transfer to LARA resources to support delivery of tasks assigned to LARA resources and enable ramp up of the LARA team skillset. This will be

accomplished through up to 8 hours per sprint of open office hours or knowledge transfer work sessions targeted towards completing specific backlog tasks scheduled within the current sprint. The 8 hours for Knowledge Transfer will be allocated and defined for each sprint during Sprint Planning. Any additional knowledge transfer tasks assigned to Accela resources (outside the allocated 8 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.

- Data Conversion – Support LARA data cleansing, mapping, and loading into the staging schema for a maximum of 4 hours per sprint. Accela will perform the test and production conversion runs from the staging schema into the Accela schema, as defined in Exhibit A.
- Scrum Master, Project Management, Project Oversight – DTMB will assign a Scrum Master to the project to facilitate the Scrum processes such as release and sprint planning, sprint reviews and retrospectives, and daily Scrum meetings. In addition, the Accela Project Manager will perform general project management tasks to monitor Accela resources' work, assignment of tasks, and other project management disciplines. Accela will also assign a Director to provide oversight and act as the initial escalation point beyond the day-to-day project team.

General Agency Responsibilities

- Development and Unit Test - Perform software configuration and development for the PBIs, if any, assigned to Agency staff in each build sprint. While Accela will quote a fixed-price for the anticipated scope of work for this SOW, the joint team will work to refine the required scope during each sprint and agree to any Change Requests as needed. At the Agency's option, some tasks may be assigned to Agency personnel to enhance learning opportunities.
- Defect Correction - Resolve Severity 1 and 2 defects (related to PBIs assigned to Agency staff) discovered during sprint testing within the Sprint, or according to an alternate timeline mutually agreed with LARA Product Owner. Resolve Severity 3 defects within the sprint, per direction of the Product Owner. Resolve all Agency-owned Severity 3 defects prior to Release.
- Backlog Grooming – The Product Owner will lead continuous backlog grooming and is responsible for delivering a sprint backlog that meets the Definition of Ready prior to the sprint planning meeting. Agency program area personnel and subject matter experts will perform backlog grooming activities as directed by the Product Owner.
- Testing – Agency resources will perform testing per the timeframes defined during Sprint Planning, this includes development and execution of regression test cases that incorporate PBI Acceptance Criteria for each task in JIRA. As well as confirm adherence to the Definition of Done.
- Data Conversion – Perform data quality assessment, cleansing, and enrichment for legacy data sources. Complete the data mapping to the target/staging schema format. Transform and load data to the staging schema for test and production runs.
- Provide Space and Supplies – Agency will make available team workspace for all sprint cycles and daily Scrum meetings.

Specific Team Roles

LARA Product Owner – This is an Agency business lead with the following responsibilities:

- Initial development and prioritization of the product backlog during Sprint 0
- On-going revision and re-prioritization of the product backlog (grooming)
- Identification of the prioritized sprint backlog prior to Sprint Planning
- Adherence to the "Definition of Ready" for the targeted sprint backlog before the Sprint Planning meeting

- Participation on behalf of LARA in scrum planning and review meetings
- Direct Agency testers to confirm completion of sprint backlog items
- Move completed items to “Done” on the scrum board before the Sprint Review
- Review and sign-off on all project deliverables

LARA SME / Tester
- Primary Agency person supporting the Product Owner in creating/updating the story/task details in the Product Backlog
- Provides detailed answers for business questions posed by scrum team members
- Documents and executes the test cases
- Attends scrum meetings and is a member of the scrum team

DTMB Data Conversion Specialist
- Subject matter expert for legacy data set targeted for conversion into Accela
- Responsible for identification and cleansing/enrichment of data issues at source
- Responsible for data mapping, transformation, and loading to the interim schema format
- Responsible for data conversion testing

DTMB Project Manager
- Provides DTMB project and budgetary oversight and status
- Provides Agency backup for Accela software Scrum Master
- Attends scrum meetings and holds the Daily Scrum standup meeting

Scrum Master
- Facilitates the use of the scrum methodology
- Organizes and leads the Daily Scrum standup meeting, Sprint Planning, Sprint Review, and Sprint Retrospective
- Works with DTMB/Agency PM to remove Scrum team roadblocks and escalate issues as needed
- Monitors team velocity and prepares weekly status reports
- Prepares mitigation plans for project risks and performs general project management discipline-related tasks

Agency Business Analyst
- Contributes to backlog grooming activities per direction of Product Owner
- Provides detailed answers for business questions posed by team members
- Attends scrum meetings and is a member of the scrum team

Agency Automation Script Developer
- Provides junior level coding of selected automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team
- May be assigned tasks, at the Agency’s option, to enhance educational opportunities or to work on items that are out of scope for Accela.

Agency Report Developer
- Provides junior level coding of selected report tasks within a given software sprint
- Attends scrum meetings and is a member of the scrum team
- May be assigned tasks, at the Agency’s option, to enhance educational opportunities or to work on items that are out of scope for Accela.

Accela Solution Architect(s), Implementation Consultant(s), and Business Analyst(s)
- Accela resources available to provide backlog grooming support to the Product Owner

- Define and validate Accela solution approaches and tasks during sprint planning and throughout the sprint cycle
- Perform configuration tasks assigned to Accela team during the build sprints
- Attends scrum meetings and is a member of the scrum team

Accela Automation Script Developer

- Provides senior level coding of assigned automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Accela Report Developer

- Provides senior level coding for assigned report tasks within a given software sprint
- Provides knowledge transfer and support to Agency report writers
- Attends scrum meetings and is a member of the scrum team

Accela Data Conversion Developer

- Supports data conversion analysis and detailed data mapping
- Responsible for loading converted data from the interim data schema to the target (Accela) database
- Attends scrum meetings and is a member of the scrum team

5. DELIVERY APPROACH

The releases will be delivered through a series of Agile sprints. The first sprint (Sprint 0) is roughly 3 weeks in duration and is allocated to backlog grooming and detailed elaboration in preparation for the first build sprint. Build sprints are 2 weeks in duration each. The final 2 sprints prior to each release are allocated to production readiness and “hardening”, performing the final code promotion, data migration, and end-to-end testing prior to production use. The subsections below describe the following processes:

- Sprint Zero and Product Backlog Elaboration
- Build Sprints
- Software Release to Production

As part of the release planning and backlog grooming, the backlog will be logically sequenced to address dependencies between technical components (conversion, interfaces, and reports). For example, the team will complete the base configuration of the license types during initial sprints (e.g., Sprints 1, 2 and 3). In subsequent sprints, the team will build the next logical layers such as automations, conversions, interfaces, and reports. The following list provides key considerations:

- Solution Foundation – Early build sprints will focus on configuring the base solution, or foundation. This base configuration solidifies the record types, data fields, and workflows for a given license process. It serves as the basis for data conversion mapping, automations, reports, and interfaces.
- Automations – Automations are built against the base configuration. In some cases, the automation tasks related to a user story may be scheduled for a later sprint to enable the base configuration to be finalized prior to writing automation code.
- Reports and Interfaces– Reports and interfaces are also built against the base configuration and are scheduled for sprints after the foundation is done.
- Data Conversion – Data cleansing can begin in early sprints concurrent with solution foundation. Data conversion relies on the base configuration to map to the new target fields. Often, the base configuration is also impacted by data conversion decisions, so data mapping occurs concurrently with the solution foundation sprints. While elements of data conversion analysis can be tasked concurrent with base configuration, the conversion routine development and test conversions require the foundation and mapping to be finalized.

A given sprint may include one or more of the following: configuration, conversion activities, interface activities and/or reports. The goal is to deliver increments of working product functionality within each sprint. If a product backlog item/user story cannot be accomplished within a sprint, the team must break it down to units of work achievable within a sprint. In some cases, this may not be practical, for example an entire life cycle of a data conversion or interface being built within the duration of a single sprint. In these cases, the team will either break the work down into distinct increments or each sprint may have pieces of the conversion and interface activities, such as Data Mapping occurring in an early sprint, conversion development occurring in the next sprint, and a test conversion run in a later sprint.

Sprint Zero and Product Backlog Elaboration

The first sprint for the Licensing Modernization – Michigan Medical Marihuana –Release will consist of a Sprint 0 backlog elaboration activity (Foundation Analysis). The purpose of Sprint 0 is for the LARA product owner and the project team to create / elaborate the Product Backlog (baseline Backlog is provided in Exhibit A), assign story points, prioritize stories, and create the overall Solution Foundation approach (not a document), Product Roadmap and Release Plan.

During the Foundation Analysis prior to finalization of the Release Plan, the team will compare the elaborated backlog to the project scope as defined in this SOW (and Exhibits) to identify changes. If new or changed Must Have scope is identified during Foundation Analysis, the team will determine whether such items can be accommodated in the Release (through work share or assignment of equivalent backlog items to Agency resources) or whether a Change Notice is required to incorporate the new/changed Must Have scope.

In addition, during Sprint 0, the team must elaborate enough Product Backlog detail to meet the "Sprint Definition of Ready" for Sprint 1 Planning. The Product Owner will conduct subsequent Product Backlog elaboration continuously, throughout each release, creating elaborating enough detail to drive the subsequent Sprints. The Product Owner is responsible for identifying and prioritizing product backlog targeted for the next sprint and elaboration work required to confirm the sprint backlog meets the Definition of Ready prior to the Sprint Planning session.

Sprint 0 Foundation Analysis

To complete Sprint 0, Accela will facilitate working sessions and activities to further understand and define the licensing and regulatory functions for the Licensing Modernization – Michigan Medical Marihuana –program and how these workflows and functions will be automated within the Accela Civic Platform. This business analysis will elaborate the specific user stories (product backlog items) defined in Exhibit A.

Integrations, imports, exports, conversions, and reports are identified in the Foundation Analysis from a functional perspective, in the context of the overall use cases/user stories.

Separate analysis for integrations (including imports and exports), conversions, and reports will commence during this phase following the business analysis sessions. These activities will complete the more detailed technical analysis, which often requires different participants than those in the business analysis sessions.

- Accela will identify and define conceptual solutions for interfaces, imports, exports, and reports. Accela will incorporate these items into the product backlog by defining associated user stories.

Sprint 0 Foundation Analysis Acceptance Criteria

The following is the acceptance criteria for the Sprint 0 deliverable:

- The release plan and backlog accurately captures the inputs provided by LARA staff during the business and technical analysis working sessions.
- The product backlog and related artifacts contain sufficient detail to enable the team to understand the requirements and provide accurate estimates of the Licensing Modernization – Michigan Medical Marihuana Program build. All items do not require full elaboration, as additional elaboration is expected to occur during later activities.
- The Product Owner has assigned a MoSCoW rating/priority for each backlog item.

- Each backlog item is assigned story points for purposes of understanding the relative effort to develop each item.

Definition of Ready

"Definition of Ready" means attainment of all the criteria listed such that backlog items are ready for scheduling into a Sprint during Sprint Planning.

- Story/PBI contains actors, problem, and value
- Story should fit in a sprint
- Story is appropriately documented and ready for building. For example, the team will use elements of the Accela To-Be Document templates as appropriate and the user story and/or elaborated task will also include the business rules for automation scripts. Supporting material for a story will be attached to the appropriate "cards" in JIRA.
- Business value should be obvious, if not, it should be explicitly stated
- Story contains verifiable, explicit acceptance criteria
- Test case for the story is written
- Story focuses on business goals, not solutions

During Sprint 0 and ongoing Backlog elaboration and grooming, the Product Owner (with support from the scrum team) performs the following activities:

- Builds product backlog by entering the Epics, User Stories and Acceptance Criteria into a mutually agreed tool (such as JIRA).
- Prioritizes each PBI using the MoSCoW (*Must have*, *Should have*, *Could have*, and *Would like but Won't have)* framework.
- Defines and prioritizes new product backlog items (see Change Control section above for process)
- Identifies changes needed to existing backlog items (see Change Control section above for process)
- Continuously monitors relative priorities against the release plan (i.e., which PBIs are targeted for each sprint) and applies changes to the release plan (in collaboration with the Scrum Master)
- Identifies PBIs for the next sprint and elaborates sufficient details and tasks to confirm the sprint backlog meets the Definition of Ready prior to the Sprint Planning meeting
- Directs the scrum team in creation of test cases

Software development sprints shall begin after the completion of Sprint Zero. The Product Owner in collaboration with the DTMB Scrum Master and scrum team shall select sufficient work from the current Product Backlog for Sprint 1. Based on this selected work, the team will develop an initial sprint backlog, and enter into the build sprint phase of the release.

Build Sprints

Build sprints commence following Sprint Zero and continue until the release backlog is complete and ready for the Release Readiness or "hardening" sprints.

Prior to the actual configuration or development occurring in a sprint, the team performs Sprint Planning to review the Product Backlog items assigned to the sprint, identify additional details surrounding each item and establish the tangible tasks to be completed by the team. The Scrum team establishes the sprint backlog based on Product Owner priorities and by an assessment of the team's capacity during the sprint and performance (delivery velocity) from previous sprints. During Sprint Planning, the team commits to deliver a distinct set of user stories/product backlog items. Items not completed during the time-boxed sprint (as per the jointly defined Definition of Done and Acceptance Criteria) remain on the Product Backlog for scheduling in a future sprint.

Once the sprint begins, the sprint backlog cannot be changed. The Product Owner can add new requirements such as changes to a user story or changes/additions to Acceptance Criteria, to the Product Backlog, but not to the backlog items scheduled for completion within the sprint currently underway. If the new product backlog items cause the backlog to exceed the total initial product backlog size, equivalent items can be deprioritized (moved off the backlog) or a Change Order processed to incorporate additional build sprints into the project.

Throughout a sprint cycle, daily standup meetings will be scheduled with the implementation team to discuss what team members accomplished the previous working day, plan to accomplish that working day, and discuss any issues or roadblocks. At the end of sprint, final meetings will occur as a review and retrospective to discuss the completed sprint and determine what could be changed that might make the next sprint more productive.

During backlog refinement (or grooming), the Product Owner can change the backlog (add, change, remove items) as long as the total effort (hours estimate or story points) does not exceed the initially planned backlog size.

The following outlines each of these key build sprint elements:

- Sprint Planning Meeting – No longer than 4 hours, held at the start of each sprint to discuss details for the tasks to be completed as part of the sprint's backlog. The following are the key objectives of this meeting:
  - Product Owner communicates the scope of work for the sprint, reviewing "ready" product backlog items to be done
  - The team assesses the work and negotiates with the Product Owner on which PBIs can be completed in the sprint.
  - The entire team prepares the sprint backlog by detailing the work (i.e., tasks) needed to finish the selected product backlog items. This includes:
    - Breakdown of the item into individual tasks
    - Estimate of the time required to complete each task
    - An allocation of the tasks within the development team

- Configuration, Development, and Unit Testing – The team configures and/or develops based on the tasks assigned in the sprint backlog.

- Functional Testing – Agency resources confirm the unit tested backlog items conform to the acceptance criteria defined for the user story. If an item passes functional testing, it is promoted to the Product Owner to indicate it is "done" and considered completed for the sprint.

- Daily Scrum Meetings – Each working day during a sprint, the team holds a daily scrum meeting
    - All team members must come prepared
    - The meetings should occur at the same time and place every working day
    - The meetings should be limited (i.e., timeboxed) to fifteen minutes
    - Each team member answers the following questions:
        - What did I do yesterday that helped meet the sprint goal?
        - What will I do today to help meet the spring goal?
        - Do I see any impediments that prevent me or the team from meeting the spring goal?

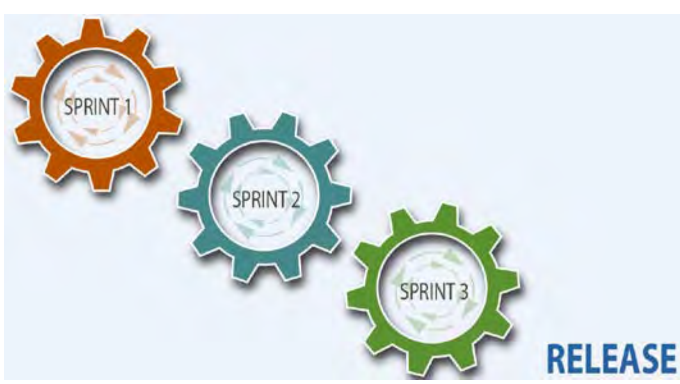
  Any impediment (stumbling block, risk or issue) identified in the daily scrum should be captured by the Scrum Master and an agreed person designated to working toward a resolution (outside of the daily scrum meeting). No detailed discussions should happen during the daily scrum.

  The Daily Scrum enables the Scrum Master to track a sprint burndown chart that measures the current estimate of outstanding work required to complete each task in the sprint backlog against the total available time remaining in the current sprint. If there is a discrepancy, the development team and the Scrum Master must propose a corrective action plan to the product owner.

- Sprint Review– the team presents the completed work to the Product Owner during the sprint review meeting held at the end of a sprint. The meeting is recommended to be no more than two hours in duration. The following key objective should be met:
    - The team reviews the work that was completed in the sprint duration. For items that have passed functional testing, the Product Owner assigns a completed status ("done").
    - The team also reviews planned work that was not completed. The Product Owner determines (outside of the sprint review meeting) how to re-prioritize any incomplete work for future sprints.

- Sprint Retrospective Meeting – the sprint retrospective meeting is mandatory and held at the end of the sprint and is facilitated by the Scrum Master. The purpose of this meeting is to foster continuous improvement within the team. This meeting should also be no more than two hours in duration. The following questions should be asked to the entire team:
    - What went well during the sprint cycle?
    - What went wrong during the sprint cycle?
    - What could we do differently to improve?

  The improvement decisions made during the Retrospective meeting should be visibly tracked and implemented by the team during subsequent sprints.



Software Release to Production

Once the product backlog items targeted for a Release are complete, the scrum team will enter the Production Release sprints to complete release testing, code promotion to production, and final data conversion. During this project stage, final release testing (often referred to as "hardening") is the goal of testing activities. This effort is focused on confirming that the product increments delivered in each sprint interoperate as designed and that no new regression errors were introduced. Release sprints ready the results of the completed build sprints, enabling promotion of a new set of configurations into production release, encompassing the following activities:

- Code and configuration promoted to final staging environment
- Release hardening and regression tests
- Code promotion to production
- Final data conversion
- Production release and smoke test

Release testing cycles are managed in sprints similarly to how they are managed in a waterfall methodology. Once within the Release testing sprint, the team will perform end-to-end hardening test for the new configurations and regression tests where applicable against previously released functionality. The Product Owner is responsible for prioritizing the team's work on go-live critical defects to complete the project stage within the allocated sprint(s) (time box).

Like all the previous testing done in the implementation approach, testers will utilize the test derived from the User Stories and Acceptance Criteria.

Conformance with the Release Definition of Done (which includes no Severity 1 or 2 defects open) constitutes the acceptance criteria for a Release. Defects are deviations from the Acceptance Criteria defined for the product backlog item. During the Release Sprint, Severity 1 or 2 defects will be prioritized. Out-of-scope issues will be closed or deferred to a future release or post-production support backlog.

Warranty Period (90 calendar days)

As described in the base contract, the warranty period is 90 calendar days. During the warranty period, the Contractor shall be responsible for fixing Severity 1 or 2 defects related to the system configuration performed by Accela. This section does not apply to defects in the base Accela Civic Platform application, which are subject to the existing Service Level Agreements.

The parties agree that the Agency will execute a mutually agreed test plan prior to go-live. The Warranty period is not intended to extend the project's testing cycle post go-live.

Accela will resolve defects of Severity 1 or 2, found in the configuration performed by Accela in the first 90 calendar days post go-live during this period. For Defects, the Contractor shall define the root cause of problems, recommend solutions and implement corrections.

Contractor Responsibilities:

- Resolve Severity 1 or 2 defects reported by the Agency within 90 calendar days following go-live per the agreed process.
- Adhere to the Agency's established release management procedures, seeking approval for deployment of changes from the Agency's designated release manager.
- Through the warranty period, Accela will provide Management Reports, and Performance against SLA (see Appendix C of base contract).

Agency Responsibilities:

- Provide technical and functional user support for Post Production support and monitoring.
- Develop and maintain a Post Production Issues List.
- Reproduce issues and determine initial classification, severity, and priority. For Severity 1 and 2 Defects associated with Accela's assigned configuration scope, notify Accela of the new defect by logging a Support Case in Accela Community and notifying the Accela Project Manager.
- Provide timely responses to Contractor's request for information.
- Designate a Release Manager and define, maintain, and enforce Release/Configuration Management process and standards for the Release.

If, during the Warranty Period, the Agency wishes to make its own optional changes to the configuration, then the Agency will be responsible for the Configuration Management activities. If it is determined that a reported Warranty issue is not a Severity 1 or 2 Defect or otherwise was caused by changes implemented by the Agency, Accela will be compensated for its time to diagnose the issue using Post Production (non-Warranty) Support hours. In addition, the Agency may request other non-Warranty support from Accela on an hourly basis. Non-Warranty support hours will be billed monthly by Accela at the $225/hour contractual rate. We will add a milestone via the Change Control Process to the project schedule to ensure we revisit this a couple months before go live.

6. PROJECT STAFFING

Accela and the Agency agree that the personnel selected to complete this statement of work are critical to the overall success of the entire program. Accela will commit the following personnel/resource types to the work defined in this statement of work. Before making personnel changes and as soon as a resource transition need is identified Accela will notify the Agency Project Manager. Accela will then preset a resume and knowledge transfer/transition plan for the new resource to the Agency's project manager for mutual agreement prior to proceeding with the resource change. Unplanned project costs associated with resource transitions initiated by Accela are borne by Accela.

The table below defines project roles and lists the named resources.

Project Role	Description and Qualifications	Assigned Resource
Accela Project Manager		Dave Madore
Implementation Lead	Lead business analyst responsible for eliciting and translating Agency business requirements into actionable Accela solution designs. Possesses a minimum of 3 years' experience in a lead business analyst role for government software implementations.	TBD (Accela)
Senior Solution Architect	Provides oversight and advises the team in product solution approaches, conversion strategies, infrastructural and architectural issues, interface design, and configuration management. Possesses a minimum of 5 years technical implementation experience in the Accela Civic Platform.	Jim White (Accela)

Senior Solution Consultant	Senior business analyst responsible for advising the Implementation Lead in eliciting and implementing Agency business requirements and recommending solutions/processes that adhere to industry and product best practice Possesses a minimum of 5 years' experience as a business analyst in software implementations and a minimum of 5 years' experience with Accela Civic Platform.	TBD (Accela)
Data Conversion Specialist	Provides conversion strategy consulting and prepares conversion specifications. Executes conversions and performs data reconciliation. Possesses a minimum of 3 years' experience performing data conversion tasks and 1-year experience with Accela conversion.	TBD (Accela)
Report Developer	Builds, implements, and unit tests reports. Has attended Accela Report Writing training and has at least 1-year experience in report development, preferably with Crystal Reports.	TBD (Accela)
Project Manager / Scrum Master	Responsible for day-to-day project management and planning. Directs the activities of the team. Facilitates daily stand ups, sprint planning, sprint review, and retrospective meetings. Removes obstacles impeding team progress. Possesses a minimum of 5 years project management experience for IT implementations.	Dale Hawkins (DTMB)
Agency Product Owner		TBD
DTMB Compliance Manager		Kevin Rosinski

7. PAYMENT MILESTONE DELIVERABLES

Accela will perform the Services on a Deliverable payment basis. Accela's total price to perform the Services and provide the Deliverables described herein is $373,333 exclusive of taxes and expenses (the "Fixed-Fee"). The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as Agency in this SOW. Invoices will be sent as soon as Accela's Deliverable Acceptance Form is signed by the Agency. Please note, the deliverable amount is not a one to one indication of the level of effort (LOE). Each deliverable is burdened with Project Management time and the amounts are designed to provide overall cash flow for the LOE of the project deliverables and duration.

Deliverables

This section defines the deliverables and acceptance criteria for milestones tied to progress payments.

Deliverable	Acceptance Criteria
D1 – Project Initiation and Setup	• Project Kick-off Meeting is complete • Any new module set up completed in both Support and Testing environments. • Any Best Practice Templates that will be used will be loaded into the development environment.
D2 – Sprint 0 Complete	• The product backlog and roadmap accurately captures the inputs provided by LARA staff during the business and technical analysis working sessions. • The product backlog and related artifacts contain sufficient detail to enable the team to understand the

	requirements and provide accurate estimates of the build. Not all items require full elaboration, as additional elaboration is expected to occur during later activities. • The Product Owner has assigned a MoSCoW rating/priority for each backlog item. • Each backlog item is assigned story points for purposes of understanding the relative effort to develop each item. • At the completion of Sprint zero LARA and Accela will have collaboratively established the story point goals for deliverables 3 -5.
D3 - Completion of 1/3 of points associated with product Backlog	• 1/3 of the total Points associated with "MUST HAVE" Product Backlog have been completed an approved by agency product owner.
D4 - Completion of 2/3 of points associated with product Backlog	• 2/3 of the total Points associated with "MUST HAVE" Product Backlog have been completed an approved by agency product owner.
D5 – Completion of all points associated with product Backlog	• All Points associated with "MUST HAVE" Product Backlog have been completed an approved by agency product owner.
D6 – UAT Start	• Release has been promoted to TEST environment and agreed upon test plan is ready to be executed.
D7 – Production Go-Live	• Release is promoted to Production environment. • Release is complete as per the Release Definition of Done.
D8 - 90-calendar day Warranty	• 90-calendar day Post Go Live Warranty support complete and transition to Accela Customer Support. (See Warranty section above for details)

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

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

PAYMENT SCHEDULE

Payment Schedule	
Deliverable	Payment
D1 – Project Initiation & Setup	$20,000
D2 – Product Backlog Completion (Sprint Zero)	$80,000
D3 – Completion of 1/3 of points associated with product Backlog	$50,000
D4 – Completion of 2/3 of points associated with product Backlog	$50,000
D5 – Completion of all points associated with product Backlog	$50,000

D6 – UAT Start	$30,000
D7 – Software Release 1 Go Live	$70,000
D8 – 90-Calendar Day Warranty	$23,333
TOTAL	$373,333

8. ASSUMPTIONS

- Schedule Dependency on Agency Resources - To meet the overall timelines of the project, LARA and Accela will adhere to a mutually agreed schedule (baseline defined above) and agree that time is of the essence. For schedule changes or elaboration during Sprint Planning, Accela and LARA will determine task deadlines, to be documented in the Project Schedule and/or assigned during Sprint Planning for each sprint. Unless otherwise defined, Accela expects a single review cycle (i.e., submit, review, cure, accept) will be achievable for deliverables and PBI approvals. Second reviews will focus on defects and comments raised during the first review. Review process and timeline, will be clearly defined during the elaboration of the baseline project plan.

- Sprint Execution – LARA, DTMB, and Accela will be responsible for maintaining the quality of the Sprint execution. This includes but not limited to the duration, scope, task completion, feedback, participation, and backlog grooming required for sprint readiness. Any impact by any party to the Sprint may require a Project Change Request to address the need for more resources (i.e. time) to complete the remaining sprints and project activities. Once the Sprints have been set, any changes to the scope of the sprint could result in the need for a Project Change Request to account for the additional Sprints needed.

- Testing Execution - LARA will be responsible for the build out and completion of the testing scripts used to validate system functionality against requirements in scope. Case identification and disposition (training, new requirement, or defect) will need to be agreed upon at the end of each working day by the LARA Product Owner and Accela Scrum Master/PM. This will allow for the proper execution of priority work items for the team to resolve to successfully close out the Sprint.

- Training Execution – LARA will be responsible for assigning training resources at the beginning of the project so proper knowledge transfer and training can be planned an acted on as part of the Build Sprints. Any switch in team members may require the need for a project change request to account for missing time.

- Data Conversion Execution – LARA is responsible for the data cleansing and transformation of data during Sprint 0 and Sprint 1. During Sprint 1, Accela will work with the LARA team in defining a data map to execute a conversion script against the dataset provided by LARA. In Sprint 3, Accela will do a draft run of the data comparing it against the source dataset provided by LARA. Accela will share data anomalies and work with LARA in modifying a data map if any are required.

- Securing Sensitive Data - LARA is solely responsible for project activities related to HIPAA compliance, including but not limited to analysis, system configuration, business process controls, and engaging with 3rd parties or other State entities to support compliance-related activities. Accela agrees to negotiate in good faith an appropriate Business Associate's Agreement (BAA) which reflects the agreed-upon system configuration and usage

TRAVEL

- There will be approximately 12 onsite trips for the duration of the project.
    - Project Manager 4 trips (Kickoff, UAT and Two as requested development trips)

  - Lead implementation Consultant 6 trips (Kickoff, UAT, Go-Live and5 as requested development trips)

- The Agency will not be billed for travel expenses or travel time. The Agency will not receive expense reports or receipts. Should the Agency require more onsite trips than the assumption above, a Change Order will be required in advance of the travel.

- Travel weeks allow for Accela staff to travel Monday morning and return Friday afternoon. Meeting times for travel weeks will begin 1 pm on Mondays and conclude by 12 pm on Fridays. Accela's overall fee listed in the Payment Terms section is inclusive of expenses. The Agency will not be billed for travel expenses or travel time. The Agency will not receive expense reports or receipts.

9. OTHER GENERAL PROVISIONS

Projects Put on Hold

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. In such a case, the Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 calendar days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the Statement of Work. If the Agency chooses to re-engage at a later date, Accela will provide a new Statement of Work with revised pricing.

When a project is put on hold, a Change Management process will be invoked to:

- Manage the ramp off resources and safe-keeping of project artifacts
- Pro-rate and invoice for partially completed deliverables
- Transition and re-engagement of resources at the end of the hold period

When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Expiration

If the project has not begun within sixty (60) calendar days of SOW signature date, the current scope and terms may be renegotiated.

Final Acceptance

Final Acceptance is defined as Agency turnover to Accela Customer Support for ongoing support and maintenance. This occurs post go-live, when the duration of post go-live support as defined in deliverable has been completed.

EXPENSES:

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

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor shall perform any on-site work stated herein in Lansing, Michigan. Otherwise, Contractor shall perform work remotely.

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

10. CRITICAL SUCCESS FACTORS

To successfully execute the Services described herein, there are several critical success factors that must be closely monitored and managed by Accela and Agency stakeholders:

- Dedicated Agency Participation and Governance– Agency acknowledges that its staff has the appropriate skills and subject matter expertise and that they are actively involved throughout the entire duration of the project to deliver the roles and responsibilities defined in this plan. The Agency must assign a Product Owner who is empowered to make decisions and accountable for maximizing business value delivered to LARA by directing the team towards the highest priority work. Lastly, project governance must support the team by making timely decisions, mitigating risks, and resolving issues rapidly.

- Clear Business Objectives – Agency has clearly documented their business objectives before the commencement of the project, and shared those objectives with Accela.

- Product Backlog Identified and Documented – Agency and Accela identify, document, prioritize, and continually manage the Agency's technical, functional, data, and any other requirements (expressed as User Stories) that must be satisfied for the project to be considered successful by the Agency and Accela.

- Business Process Definition and Understanding – Agency must be able to articulate the desired business processes, having completed lean process improvement prior to beginning project work. Time spent during agile scrum sprints defining the to-be process will drive down the overall team throughput, or delivery "velocity."

- Knowledge Transfer – To enable LARA's long term Accela program strategy, it is critical that Agency resources come up the Accela product learning curve by participating in the analysis, configuration and deployment of the software. The Agency must be prepared to assume day-to-day operations of Accela Civic Platform outside of the Support and Maintenance Agreement. Key knowledge transfer areas include:
  - Configuration
  - Interfaces
  - Business Rule Automations
  - Reports and Forms
  - Release Management

Project Schedule and Velocity

For the purposes of this document the Velocity, also known as the Sprint Velocity, is defined as the number of story points associated with all the Backlog items that are completed during a particular sprint. The schedule is derived by estimating the Sprint Velocity achievable by the assigned Scrum team to determine the number of Build Sprints required to deliver the total points assigned for the Must Have Product Backlog Items.

This project will be delivered following the Agile Scrum methodology and is anticipated to require 10 build sprints of 2-week duration each. At the completion of sprint 0 a mutually agreed upon detailed schedule will be developed. This exercise will provide us with a points velocity goal per sprint. This goal will be the number of points on average that need to be completed each sprint to complete all development within our 10-sprint goal.

The Agency, at its discretion, may perform some of the 'must have' backlog items and re-assign the equivalent story points for Accela to complete other product backlog items. Changes must be documented and signed off by both parties.

The framework and process for changing product backlog items, managing scope against the overall point allowance, and changing task assignments is defined by the Change Control process documented herein.

SIGNATURES

This Statement of Work is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.	**<AGENCY>**
______________________________	______________________________
Authorized Signature	*Authorized Signature*
______________________________	______________________________
Name - Type or Print	*Name - Type or Print*
______________________________	______________________________
Title	*Title*
______________________________	______________________________
Date	*Date*

EXHIBIT A – BACKLOG

MMMP Business
Requirements - Onlir

MMMP Epics.xlsx

MMMP Letter
Templates.xlsx

DocuSign Envelope ID: 8D73204C-7611-46EA-9F14-4F45D1609780

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **29**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Angela Langston
	859-433-6730
	alangston@accela.com
	*******7678

STATE			
	Program Manager	Kevin Rosinski	LARA
		517-284-5304	
		rosinskik@michigan.gov	
	Contract Administrator	Malu Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY			
LARA CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$15,176,114.87	$0.00	$15,176,114.87		

DESCRIPTION

Effective January 22, 2018, the parties add the attached Statement of Work: Licensing Modernization Project – Residential Builders for Department of Licensing and Regulatory Affairs. The fixed cost agreed by both parties is $499,190.00.

The remaining balance on 12/5/2017 Ad Board approved funding is revised to $1,330,810.00.

All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement approval.

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

CONTRACT CHANGE NOTICE

Change Notice Number **25**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Jonathon Knight
	(925) 359-3560
	jknight@accela.com
	*******7678

STATE			
	Program Manager	Kevin Rosinski	LARA
		517-284-5304	
		rosinskik@michigan.gov	
	Contract Administrator	Malu Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY				
LARA CONSTRUCTION CODE SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS				
N/A				

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$14,871,610.87	$12,200.00	$14,883,810.87		

DESCRIPTION
Effective 11/15/2017, the parties add $12,200.00 to the contract per the attached documentation for adding a 12-month subscription to the Agenda & Minutes With eSignatures product for the Bureau of Construction Codes. All other terms, conditions, specifications, and pricing not modified herein remain the same.

Products and Services

Annual Subscriptions			
Product Code	Product Name	Qty	Total Price
SS60AA&MT03SB01	Legislative Management - Agenda & Minutes T03 1 SB 8M-10M	1	$9,500.00
SS60AESGT03SB01	Legislative Management - eSignatures T03 1 SB 8M-10M	1	$2,700.00

Grand Total: USD$12,200.00

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **26**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Angela Langston
	859-433-6730
	alangston@accela.com
	*******7678

STATE			
Program Manager	Kevin Rosinski	LARA
	517-284-5304	
	rosinskik@michigan.gov	
Contract Administrator	Malu Natarajan	DTMB
	(517) 284-7030	
	natarajanm@michigan.gov	

CONTRACT SUMMARY

LARA CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$14,871,610.87	$304,504.00	$15,176,114.87

DESCRIPTION

Effective 12/1/2017, the parties add $304,504.00 to the contract per the attached documentation for Michigan Occupational Safety and Health Administration (MIOSHA). Please note that the Contract Administrator is changed to Malu Natarajan. All other terms, conditions, specifications, and pricing not modified herein remain the same per Contractor and Agency agreement and DTMB Procurement approval.

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

Project Title: Radiation Safety Modernization	Period of Coverage: 12/27/2012 through 12/26/2019
Requesting Department: Licensing and Regulatory Affiars – Michigan Occupational Safety and Health Administration (MIOSHA)	Date: 10/10/2017
Agency Project Manager: Ronald Ray	Phone: 517-284-7784
DTMB Project Manager: Stuart Willard	Phone: 517-284-5300

BACKGROUND: The Radiation Safety section of MIOSHA will be modernizing their Radiation Safety Inspection and Registration system to the Accela platform. This will require a new instance of Accela Citizens Access. The State will be responsible for the design , development and implementation of the system. Accela will provide Time and Materials supports as needed in the amount listed in the deliverables section.

The source of funds to be added to **071B3200042** will be from ITIF funding.

PROJECT OBJECTIVE: To modernize the legacy Radiation Safety system.

SCOPE OF WORK: Accela will provide licensing a 111 hours of Time and Materials support

TASKS: As directed

DELIVERABLES:

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

Product	Qty	Net Price 2017	2018	Total
Accela Citizen Access Add on – Annual Subscription. Delivered December 1, 2017 and payment due according to the payment terms in the contract	1	$135,0000.00	$135,0000.00	$270,000
ePlan Check Plan Review Software (1,118 per seat)	4	$4,752.00	$4,752.00	$9,504
Accela Time and Materials Hourly Support at the rate of $225.00 per hours	111	$25,000	$0	$25,000
TOTAL		$164,752.00	$139,752.00	$304,504

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

PROJECT CONTROL AND REPORTS:

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

1. **Hours**: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

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

3. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

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

PAYMENT SCHEDULE:

*NOTE**: Payment can be based upon:***
- ***Time and Materials***
- ***Satisfactory acceptance of each Deliverable***

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

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

EXPENSES:

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

PROJECT CONTACTS:
The designated Agency Project Manager is:
Ron Ray
rayr2@michigan.gov
517-284-7784

The designated DTMB Project Manager is:
Stuart Willard
willards@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED: 2nd Floor, Mason Building.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **23**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Angela Langston
	859-433-6730
	alangston@accela.com
	*******7678

STATE			
	Program Manager	Kevin Rosinski	DTMB-IT
		517-284-5304	
		rosinskik@michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		barronj1@michigan.gov	

CONTRACT SUMMARY

LARA CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$14,409,830.87	$461,780.00	$14,871,610.87

DESCRIPTION

Effective 8/24/2017 the State adds funding for production support, BPL Phase 2 Pharmacy Sprint 0 services and software subscriptions per the attached documentation.
All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement approval.

Summary of Change Notice

Services	Production Support Statement of Work		$22,500.00	
	BPL-Phase 2 – Pharmacy Sprint Zero Statement of Work		$235,000.00	
			Services Total	$257,500.00
Software	Product	Quantity	Price	
	Accela Citizen Access – State Dept. Annual Subscription Due on 30, 2016 according to Payment Terms in the contract.	1	$ 135,000.00	
	Legislative Management – Agenda & Minutes T03 1 SB BM-10M	1	$10,080.00	
	Legislative Management – Esignatures T03 1 SB 8M-10M	1	$3,000.00	
	Additional Environment Civic Platform - SaaS	1	$55,000.00	
	Cloud Service VPN Maintenance	1	$1,200.00	
			Software Total	$204,280.00
Total				**$461,780.00**

MICHIGAN DEPARTMENT OF TECHNOLOGY,

MANAGEMENT AND BUDGET

IT SERVICES STATEMENT OF WORK

Agreement to Change Contract Number: 071B3200042

Between the State of Michigan and Accela, Inc.

Project Title: LARA Accela – BPL Post Go Live Process improvements	**Period of Coverage:** Ongoing
Requesting Department: LARA – Bureau of Professional Licensing	**Date:** See Change Notice Cover Sheet
DTMB Project Manager: Allen Drouare	**Phone:** 517 243 9386
DTMB Contract Compliance Inspector: Kevin Rosinski	**Phone:** 517-284-5345

sow pglts v.1

BACKGROUND

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6 and 9 ("Base Contract") will remain in effect. Note: Change Notices 2 and 7 do not apply to the LARA agency.

PROJECT OBJECTIVE / SCOPE OF WORK

At the State's option, Accela will provide up to 100 hours of technical expertise for production support at the existing contractual rate. Upon a specific request by the State's Project Manager and an approved response and estimate by Accela, hours will be allocated by the Accela Project Manager to the required personnel. To assist in planning, the parties will attempt to forecast the hours needed for upcoming tasks.

Accela Responsibilities:

- Within 12 hours of receiving a written SOM request, provide a brief solution approach, time estimate, and estimated delivery schedule.
- Provide technical expertise, consulting or training vial phone call or email.
- Provide technical solutions and configurations as assigned.
- Provide office hours via conference call, as requested.
- Provide prompt notification, and seek approval, of any task or assignment that is expected to exceed the original estimate by more than 20%.

Agency Responsibilities:

- Provide specific written requests with sufficient task detail.
- Provide approval to proceed with specific tasks and to proceed on tasks exceeding 20% of the original estimate.
- Provide details and clarifications for specific tasks to be completed.
- Provide appropriate resources for testing fixes or new functionality.

Acceptance Criteria

On a weekly basis, Accela will provide status reports listing work performed, tasks completed and detailed time sheet. Accela will invoice, no more frequently than monthly, for services and tasks that have been completed. Accela will provide a Deliverable Acceptance Form (DAF) that shows the original estimate and actual hours for each specific completed task. Signing the monthly DAF signifies Agency deliverable acceptance.

Assumptions

- The Accela personnel assigned to these deliverables will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the LARA configuration and business processes.
- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from “one voice” representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon evaluation of project impact by Accela, constitute a Change Request.

PAYMENT

Deliverable	Payment	Invoice Timing
BPL Post Go-Live Process Improvements	$225/hour, up to $22,500	Monthly, if performed
Potential Total	**Up to $22,500**	

TRAVEL AND EXPENSES

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

PROJECT CONTACTS

Per the Base Contract.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work may be performed remotely, unless specifically described as being on-site.

Statement of Work

State of Michigan

Department of Licensing and Regulatory Affairs

BPL Phase 2 - Pharmacy

7/27/17

Version 1.1

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

INTRODUCTION

This Statement of Work ("SOW") sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency -or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6, 9, 11, 12 and 17 ("Base Contract") remain in effect unless modified by this SOJV. Note: All Contract Change Notices not listed above do not apply to the LARA agency.

The Michigan Department of Licensing and Regulatory Affairs (LARA) desires to leverage the Accela Civic Platform to support the Pharmacy Licensing program (PHARM). This change notice defines the approach for requirements gathering and development planning for the Pharmacy Licensing program.

SCOPE OF SERVICES

The sections that follow define the scope and delivery approach for this S0N, providing a detailed description of each item listed below.

- Scope of Work
- Approach and Release Plan
- Delivery Approach
- Project Staffing for Sprint Zero
- Payment Milestone Deliverables
- Assumptions
- Other General Provisions

SCOPE OF WORK

Sprint O for Pharmacy Licensing program project scope of work includes analysis for the following license types/processes. (See attachment A for current User Stories)

1. Pharmacy CE-Education
2. Pharmacy Checklist
3. Pharmacy Exams
4. Pharmacy Health Primary License Status
5. Pharmacy Items Checklist
6. Pharmacy L2K Fields and Statutory Requirements
7. Pharmacy License Status Change Reasons
8. Pharmacy License Status for Renewal
9. Pharmacy Process Ma p
10. Pharmacy Renewal Periods
11. Pharmacy Reports Used
12. Pharmacy Holds, Alerts, Fees
13. Pharmacy Pre-Regs. Specialties Upgrades-Downgrades, Merge Letters, Notification Text
14. CEPAS Improvements (See Attachment B)

15 Modifications to include "Professions" to several interfaces (See Attachment C)

During the Foundation Analysis (Sprint 0), the initial product backlog provided as Attachment A-C (as drafted by the Agency) will be updated to include the implementation activities that are required to implement the project scope (which include the Solution Foundation, configuration, automation, workflow, scripts, interfaces, reports,) which will become the detailed project scope.

APPROACH AND RELEASE PLAN

The Agile framework for this project defines a single sprint 0:

> **Foundation Analysis Sprint (Sprint Zero)-Upon** project start, the team will begin with a Sprint Zero to further elaborate the Release 1 product backlog with focus on elaborating the Sprint 1 backlog items to a·ready for building" level of detail.

The release plan provides for Sprint O to be completed within 7 weeks and is broken down as follows:

- 1 week Project Startup phase for plan elaboration and project kick-off meeting
- 5 week Sprint O (Foundation Phase) for backlog elaboration (On Site)
- 1 week Post elaboration (Deliverables completed/Development SOW completion)

Project Schedule

The Pharmacy Foundation Phase will be delivered following the Agile methodology and is currently estimated to span a 7-week duration. The table below provides the detailed schedule.

Sprint O Backlog Elaboration	35d	07/31/17	09/15/17	
Work Session Prep	5d	07/31/17	08/04/17	Aceela
Backlog Elaboration Work Sessions	15d	08/07117	08/25/17	LARA, Accela
Interface Analysis Drill Session	5d	08/28/17	09/01/17	Accela, LARA
Report Analysis Drilldown Session	5d	09/04/17	09/08/17	Accela, LARA
Post-Session Backlog Elaboration	1d	09/11/17	09/11/17	Aceela
Estimate Backlog and Assign Story Points	2d	09/12/17	09/13/17	Accela, LARA
Develop Draft Implementation Plan (Release Roadmap, Sprint Backlogs)	2d	09/14/17	09/15/17	Aceela
Finalize Sprint 1 Backlog	1d	09/15/17	09/15/17	Accela, LARA

Change Control

Sprint O will establish the user stories and baseline backlog items. During Sprint 0, the initial product backlog will be estimated using story points for purposes of understanding the relative effort to develop each item. This project does not necessitate a change control process.

Project Management Tools

The project team will use the following tools

- JIRA – Accela will provide a JIRA instance for the project team to use and will load the product backlog into JIRA.
- SharePoint – The SOM will provide a SharePoint instance for storage of project related documents

DELIVERY APPROACH

The first sprint (Sprint 0) is roughly 7 weeks in duration and is allocated to backlog grooming and detailed elaboration in preparation for the first build sprint. As part of the release planning and backlog grooming, the backlog will be logically sequenced to address dependencies between technical components (interfaces and reports). For example, the team will complete the base configuration of the license types during initial sprints (e.g., Sprints 1, 2 and 3). In subsequent sprints,
the team will build the next logical layers such as automations, interfaces, and reports. The following list provides key considerations:

- Solution Foundation - Early build sprints will focus on configuring the base solution, or foundation. This base configuration solidifies the record types, data fields, and workflows for a given license process. It serves as the basis for automations, reports, and interfaces.
- Automations - Automations are built against the base configuration. In some cases, the automation tasks related to a user story may be scheduled for a later sprint to enable the base configuration to be finalized prior to writing automation code.
- Reports and Interfaces- Reports and interfaces are also built against the base configuration and are scheduled for sprints after the foundation is done.

A given sprint may include one or more of the following: configuration, automation development, interface activities and/or reports. The goal is to deliver increments of working product functionality within each sprint. If a product backlog item/user story cannot be accomplished within a sprint, the team must break it down to units of work achievable within a sprint. In some cases, this may not be practical, for example an entire lifecycle of a data conversion or interface being built within the duration of a single sprint. In these cases, the team will either break the work down into distinct increments or each sprint may have pieces of the associated activities.

Sprint Zero and Product Backlog Elaboration

The first sprint for the Pharmacy Phase 1 Release will consist of a Sprint O backlog elaboration activity (Foundation Analysis). The purpose of Sprint O is for the LARA product owner and the project team to create / elaborate the Product Backlog, assign story points, prioritize stories, and create the overall Solution Foundation approach (not a document), Product Roadmap and Release Plan.

In addition, during Sprint 0, the team must elaborate enough Product Backlog detail to meet the "definition of ready" for Sprint 1 Planning. The Product Owner will conduct subsequent Product Backlog elaboration continuously, throughout each release, creating enough detail to drive the subsequent Sprints. The Product Owner is responsible for identifying and prioritizing product backlog targeted for the next sprint and elaboration work required to confirm the sprint backlog meets the *Definition of Ready* prior to the Sprint Planning session.

Project Initiation

Prior to beginning Sprint 0, the team will complete initiation activities. These activities include

1. Conduct a project kick-off meeting to review the statement of work and align expectations across the team for the project approach;
2. Confirm the schedule for Sprint O analysis sessions and build a detailed agenda; and
3. Accela will load the Quick Start Package for Licensing.

The list below describes Accela's Licensing Quick Start configuration package, which includes pre-configured solutions and templates, as well as associated architectural elements.
(Some of these tasks were previously loaded during Phase 1 Nursing setup)

- Base Quick Start configuration package

- 700 form designs
- 365 standard choice configurations
- Master scripts 3.0
- ACA Form designs
- Menu navigations
- Console configurations (e.g., launchpad pages)

- Licensing Quick Start and Best Practice Templates
- Setup EMSE SVN repo
- Setup Accela GIS maps
- Setup document repository
- If/when known as per Agency decisions
  - Setup communication manager for email notifications
  - Create primary users for the project team
  - Plug in common interface adapters such as for payments (CEPAS)

Sprint O Foundation Analysis
To complete Sprint 0, Accela will facilitate working sessions and activities to further understand and define the licensing and regulatory functions for the Pharmacy program and how these workflow and functions will be automated within the Accela Civic Platform. This business analysis will elaborate the specific user stories (product backlog items) defined in the draft product backlog documented by the Agency. The deliverable format will conform to the product backlog produced for the BPL Nursing project.

Integrations, imports, exports, and reports are identified in the Foundation Analysis from a functional perspective, in the context of the overall use cases/user stories.

Separate analysis for integrations (including imports and exports) and reports will commence during this phase following the business analysis sessions. These activities will complete the more detailed technical analysis, which often requires different participants than those in the business analysis sessions. Accela will identify and define conceptual solutions for interfaces, imports, exports, and reports. Accela will incorporate these items into the product backlog by defining associated user stories.

Definition of Ready
The criteria listed below define what the team considers readiness of backlog items for scheduling into a sprint during Sprint Planning.

- Story/Product Backlog Item (PBI) contains actors, problem, and value
- Story fits into a sprint
- Story is appropriately documented and ready for building. For example, the team will use elements of the Accela To-Be Document templates as appropriate and the user story and/or elaborated task will also include the business rules for automation scripts. Supporting material for a story will be attached to the appropriate "cards" in JIRA.
- Business value is either obvious or explicitly stated
- Story contains verifiable, explicit acceptance criteria
- Test case for the story is written
- Story focuses on business goals, not solutions

During Sprint O and ongoing Backlog elaboration and grooming, the Product Owner (with support from the scrum team) performs the folio-wing activities:

- Builds product backlog by entering the Epics, User Stories and Acceptance Criteria into a mutually agreed tool (such as JIRA).

- Prioritizes each PBI using the MoSCoW *(Must have, Should have, Could have,* and *Would like but Won't have)* framework.
- Defines and prioritizes new product backlog items (see Change Control section above for process)
- Identifies changes needed to existing backlog items (see Change Control section above for process)
- Continuously monitors relative priorities against the release plan (i.e., which PBIs are targeted for each sprint) and applies changes to the release plan (in collaboration with the Scrum Master)
- Identifies PBIs for the next sprint and elaborates sufficient details and tasks to confirm the sprint backlog meets the Definition of Ready prior to the Sprint Planning meeting

Software development sprints shall begin after the completion of Sprint Zero. The Product Owner in collaboration with the Accela Scrum Master and scrum team shall select sufficient work from the current Product Backlog for Sprint 1. Based on this selected work, the team will develop an initial sprint backlog, and enter into the build sprint phase of the release.

(There will be a separate statement of Work that covers the "Build" portion of this project)

PROJECT STAFFING FOR SPRINT ZERO

Accela commits the following resource types to the Sprint Zero deliverable defined in this statement of work. Before making personnel changes and as soon as a resource transition need is identified Accela will notify the State Project Manager. Accela will then present a resume and knowledge transfer/transition plan for the new resource to the State's project manager for mutual agreement prior to proceeding with the resource change. Unplanned project costs associated with resource transitions initiated by Accela are borne by Accela. If Accela determines that it is necessary to exchange a named resource for another resource, Accela shall provide the SOM with a minimum two-week notice prior to the exchange taking place.

The table below defines project roles and lists the named resources. Accela resources assigned to Sprint O will be available full-time during the duration of the Sprint.

Project Role	Named Resource	Description and Qualifications
Scrum Master **Senior Project Manager**	Brian Berdanier David Madore	Responsible for day-to-day project management and planning Possesses a minimum of 5 years project management experience for IT implementations.
Implementation Lead	Laurent Sorrentino	Lead business analyst responsible for eliciting and translating State business requirements into actionable Accela solution designs. Possesses a minimum of 3 years experience in a lead business analyst role for government software implementations.
Senior Solution Architect	JimWhite	Provides oversight and advises the team in product solution approaches, conversion strategies, infrastructural and architectural issues, interface design, and configuration management. Possesses a minimum of 5 years technical implementation experience in the Accela Civic Platform.
Senior Solution Consultant	Lucretia Fisher	Senior business analyst responsible for advising the Implementation Lead in eliciting and implementing State business requirements and recommending solutions/processes that adhere to industry and product best practice Possesses a minimum of 5 years' experience as a business analyst in software implementations and a minimum of 5 years' experience with Accela Civic Platform.

The designated Agency Product Owner is: Jodi Cornell

The designated State Project Manager is: Debbi Simon

PAYMENT MILESTONE DELIVERABLES

For Project Start up and Sprint Zero, Accela will perform the Services on a Deliverable payment basis. Accela's total price to perform the Services and provide the fixed Deliverables described herein is $235,000.00 exclusive of taxes and expenses. The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent as soon as Accela's Deliverable Acceptance Form is signed by the Agency. Please note, the deliverable amount is not a one to one indication of the level of effort (LOE). Each deliverable is burdened with Project Management time and the amounts are designed to provide overall cash flow for the LOE of the project deliverables and duration

Deliverables

This section defines the deliverables and acceptance criteria for milestones tied to progress payments.

Deliverable	Acceptance
D1-Project Initiation and Setup	• Project Kick-off Meeting is complete • Accela Licensing Quick Start package configurations are loaded into Supp environment • Pharmacy module set up completed in both Support and Testing environments.
D2-Sprint 0 Complete	• The product backlog and roadmap accurately captures the inputs provided by LARA staff during the business and technical analysis working sessions. • The product backlog and related artifacts contain sufficient detail to enable the team to understand the requirements and provide accurate estimates of the Pharmacy build. Not all items require full elaboration, as additional elaboration is expected to occur during later activities. • The Product Owner has assigned a MoSCoW rating/priority for each backlog item. • Each backlog item is assigned story points for purposes of understanding the relative effort to develop each item. • At the completion of Sprint zero LARA and Accela will have collaboratively established the story point goals for each Build Sprint.

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

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

PROJECT SETUP AND SPRINT O PAYMENT SCHEDULE

Payment Schedule	
Deliverable	**Payment**
01 - Project Initiation & Setup	$50,000
02 - Product Backlog Completion (Sprint Zero)	$185,000
TOTAL	$235,000

ASSUMPTIONS

- **Schedule Dependency on State Resources -** To meet the overall timelines of the project, LARA and Accela will adhere to the current mutually agreed schedule. For schedule changes or elaboration during Sprint Planning, Accela and LARA will determine task deadlines, to be documented in the Project Schedule and/or assigned during Sprint Planning for each sprint. Unless otherwise defined, Accela expects a single review cycle (i.e., submit, review, cure, accept) wiill be achievable for deliverables and PBI approvals. Second reviews will focus on defects and comments raised during the first review. Review process and timeline, will be clearly defined during the elaboration of the baseline project plan.
- **Travel**-Accela's cost is based on the assumption that 2/3 of the ("Accela Core Team") Scrum Master, Implementation Lead and Solution Architect will travel to Lansing to attend the Sprint Zero analysis work sessions (5 weeks total). The joint team will establish a travel schedule for which members of the Accela Core Team will be required on site each week.

  Travel weeks allow for Accela staff to travel Monday morning and return Friday afternoon. Meeting times for travel weeks will begin 1 pm on Mondays and conclude by 12 pm on Fridays. Accela's overall fee listed in the Payment Terms section includes all ancillary expenses. The Agency will not be billed for travel expenses or travel time. The Agency will not receive expense reports or receipts.

BUILD AND READINESS IMPLEMENTATION SERVICES

(There will be a separate statement of Work that covers the "Build" portion of this project)

OTHER GENERAL PROVISIONS

Projects Put on Hold

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. In such a case, the Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the Statement of Work. If the Agency chooses to re-engage at a later date, Accela will provide a new Statement of Work with revised pricing.

When a project is put on hold, a Change Management process will be invoked to:

- Manage the ramp off of resources and safe-keeping of project artifacts
- Pro-rate and invoice for partially completed deliverables
- Transition and re-engagement of resources at the end of the hold period

When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Expiration

If the project has not begun within sixty (60) calendar days of SOW signature date, the current scope and terms may be renegotiated.

Final Acceptance

Final Acceptance is defined as Agency turnover to Accela Customer Support for ongoing support and maintenance. This occurs post go-live, when the duration of post go-live support as defined in deliverable has been completed.

EXPENSES:

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

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

ATTACHMENT A

(Base Pharmacy Requirements)

Attachments will be found in a separate File.

ATTACHMENT B (CEPAS Improvements)

1. Overview

In order to handle the expected high volume of credit card transactions for the BPL Accela licensing platform, the interface to CEPAS needs to be improved. Going forward the term "CEPAS Interface" will be defined as all of the activities required to conduct credit card transactions in the Accela platform, including, but not limited to:

- Communication to the CEPAS payment system, whether by "browser redirection", or via an API call, to receive payment.
- Scripts needed to apply payment to one or more records for the same transaction;
- Creation and delivery of the SKU file which informs the State's ERP system (MAIN or Sigma) how to allocate the funds. Including the configuration of SKU codes, automatically generating the SKU file, delivery steps of the SKU file to its final destination;
- Enhanced reconciliation of transactions, and correction of payments that were not applied properly.

In addition, any improvements made shell be generic enough to install in the State's other instances of Accela. The following items are seen as critical to the success of the CEPAS interface:

- Conduct cross functional system design sessions to analyze and understand the entire process. Include personnel from Treasury, Office of Financial Management, Agency finance office, Agency Bureau revenue, Agency Bureau reconciliation, and DTMB solution architects.
- Review and utilize best practices for CEPAS interface.
- Accela to continuously monitor upcoming revisions of CEPAS and First Data payment system and include the latest usability and security features.
- Consider improvements to the SKU file delivery standards. Sigma may allow more flexibility such as multiple files in one day.
- Minimize manual adjustments to the MAIN or Sigma accounting systems. Automated updates, via SKU file, improves accuracy and reduces personnel time.
- Develop an automated reconciliation and SKU-file generation system. This may require that reconciliation records are configured inside of Accela, or that an external Oracle Database is developed. The external database will need to have automated interfaces to all related systems such as Accela, CEPAS, Sigma, etc.

A solution is needed that will cut down on State personnel time being used for these corrections/balancing and will allow the collection of the missed credit card fees.

2. Business Requirements Detail

Business Req. No.	Detailed Business Requirement Description	Priority	Source	Status	Status Date	Comments
1	Improve the SKU file creation and delivery to MAIN or SIGMA.					
1.1	Include all applicable payments in next SKU file.					The current logic limits the SKU data to records that were last touched by "public user". If any corrections were made, or if a record was examined, it may not included
1.1.1	Normal online payments					
1.1.2	Corrected payments					Allow back office staff to manually apply payments that were received in CEPAS but not recognized by Accela. Deliver this information in (the next) SKU file.
1.1.3	Correct Duplicates					
1.1.4	Denied payments					
1.1.5	Refunds					SOM often needs to issue refunds. Communicate this info to Sigma via SKU file, if appropriate.
1.1.6	Disputes and chargebacks					If the CC owner disputes the charge, deliver this info via SKU file, if possible.
1.2	SKU File Automation					

Busin@ss Req. No.	Detailed Business Requirement Description	Priority	Source	Status	Status Date	Comments
1.2.1	Deliver without manual intervention.					Daily batch processes.
1.2.2	Create automated reconciliation process to validate latest payments					Automate what can be automated, and simplify the manual intervention
1.2.3	Verify payments shown in CEPAS versus what is showing in Accela System					
1.2.4	Allow correction of Accela payment records and include on next SKU file.					As needed.
2	Improvements					
2.1	API based status call to CEPAS					
2.1.1	API confirm payments to avoid duplication					API calls are available to CEPAS to check status of payments.
2.2	API based payment call to CEPAS					Use program-to-program communication, rather than browser redirect.
2.2.2	Make the actual payment process use API Calls					As opposed to the "redirections" currently implemented. If appropriate.
2.3	Other					
2.3.1	Improve information passed to CEPAS, and in the comment field that will help identify and confirm payments to the correct records.					Some info should be human readable to help determine the purpose of the payment.
2.3.2	Allow for consolidation of payment and workflow for multiple items for a single payer.					For instance, one company may have multiple pharmacy locations.
2.3.3	If using the browser redirect, encrypt the call string as required by Treasury.					

Business Req. No.	Detailed Business Requirement Description	Priority	Source	Status	Status Date	Comments
2.3.4	Review and implement updated CEPAS features.		CEPAS Documents on Share Point			At a minimum, review the latest CEPAS documents from Treasury, including the Best Practices document.

ATTACHMENT C (Professions Modification)

Below is a quick snapshot and description from BPL for some additional items that need to have requirements gathered during sprint 0. They include potential interfaces (mostly modification to existing), data extracts, and reports.

- CHAMPS
- MiSCES (May be data extract or use existing web service)
- NABP (Currently a manual process. Approve candidate on NAPB website; exam scores entered manually into L2K. May be able to develop reports or interface -TBD)
- CEPAS (modify existing to add profession)
- Web Service/License Verification (modify existing to add profession)
- Appriss (modify existing to add profession)
- MWBC (modify existing to add profession)
- SKU file (modify existing to add profession)
- Records Manager (EDMS - modify existing to add profession)

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

CONTRACT CHANGE NOTICE

Change Notice Number **22**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Angela Langston
	859-433-6730
	alangston@accela.com
	*******7678

STATE			
Program Manager	Kevin Rosinski	DTMB-IT
	517-284-5304	
	rosinskik@michigan.gov	
Contract Administrator	Jarrod Barron	DTMB
	(517) 284-7045	
	barronj1@michigan.gov	

CONTRACT SUMMARY			
LARA CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$13,499,830.87	$910,000.00	$14,409,830.87

DESCRIPTION

Effective March 24, 2017, the parties add funding for procuring an Accela Citizen Access platform license for the Michigan Medical Marijuana Program instance ($135,000 to be billed upon issuance of a purchase order) and the services described in the attached statement of work (up to $775,000.00). All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement approval.

Statement of Work

State of Michigan

Department of Licensing and Regulatory Affairs

Medical Marihuana Facility Licensing Project Phase 1

3/16/2017

Version 3

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

INTRODUCTION

This Statement of Work ("SOW") sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6, 9, 11,12 and 17 ("Base Contract") remain in effect unless modified by this SOW. Note: All Contract Change Notices not listed above do not apply to the LARA agency.

The Michigan Department of Licensing and Regulatory Affairs (LARA) desires to leverage the Accela Civic Platform to support the Medical Marihuana Facility Licensing program (MMFLA). This change notice defines the approach for delivery of the MMFLA Phase 1 program scope.

SCOPE OF SERVICES

The sections that follow define the scope and delivery approach for this SOW, providing a detailed description of each item listed below.

- Scope of Work
- Approach and Release Plan
- Delivery Approach
- Project Staffing for Sprint Zero
- Payment Milestone Deliverables
- Assumptions
- Other General Provisions

SCOPE OF WORK

The MMFLA Phase 1 project scope includes implementation of the license application intake and issuance processes for the license types listed below. Accela's scope of work includes

1) Sprint Zero Analysis Deliverable and
2) Implementation services during Build and Readiness Phase on an hourly rate basis per direction of State PM.

Sprint Zero analysis will cover issuance and amendments for the following license types

1. Business Entity Registration
2. Grower License – Class A-500
3. Grower License – Class B-1000
4. Grower License – Class C-1500
5. Processor
6. Provisioning Center
7. Safety Compliance Facility
8. Secure Transporter

During the Foundation Analysis (Sprint 0), the initial product backlog provided as Attachment A (as drafted by the Agency) will be updated to include the implementation activities that are required to implement the project scope (which include the Solution Foundation, configuration, automation, workflows, scripts, interfaces, reports,) which will become the detailed project scope.

APPROACH AND RELEASE PLAN

The Agile framework for this project defines a single sprint 0:

> Foundation Analysis Sprint (Sprint Zero)—Upon project start, the team will begin with a Sprint Zero to further elaborate the Release 1 product backlog with focus on elaborating the Sprint 1 backlog items to a “ready for building” level of detail.

The release plan provides for Sprint 0 to be completed within 6 weeks and is broken down as follows:

- 2 week Project Startup phase for plan elaboration and project kick-off meeting
- 4 week Sprint 0 (Foundation Phase) for backlog elaboration

Project Schedule

The MMFLA Foundation Phase will be delivered following the Agile methodology and is currently estimated to span a 6-week duration. The table below provides the detailed schedule.

SOW 1 - MMFLA Phase 1	**166d**	**03/31/17**	**11/20/17**		**0%**		
Execute Change Notice (SOW 1)	0	03/31/17	03/31/17	LARA	0%		
Project Startup	6d	03/31/17	04/07/17		0%		
Project Kick off Meeting	1d	04/07/17	04/07/17	LARA, Accel	0%	4FS +5d	Deliverable 1 - Payment Milestone
Define Prep Tasks and Background Material	1d	03/31/17	03/31/17	Accela, LAR	0%	4	
Provide Background Material to Accela	0	03/31/17	03/31/17	LARA	0%	4	
Load Startup Package for Configurations	3d	03/31/17	04/04/17	Accela	0%	4	
Sprint 0 Backlog Elaboration	27d	03/31/17	05/08/17		0%		
Work Session Prep	5d	03/31/17	04/06/17	Accela	0%	8	
Backlog Elaboration Work Sessions	8d	04/07/17	04/18/17	LARA, Accel	0%	11	Work session days assume up to 5 hours of meeting time per day. 4 days of sessions per week.
Interface Analysis Drilldown Session	1d	04/19/17	04/19/17	Accela, LAR	0%	12	
Report Analysis Drilldown Session	1d	04/20/17	04/20/17	Accela, LAR	0%	13	
Post-Session Backlog Elaboration	5d	04/21/17	04/27/17	Accela	0%	14	
Estimate Backlog and Assign Story Points	2d	04/28/17	05/01/17	Accela, LAR	0%	15	
Product Backlog Validation and Release Planning Session	2d	05/02/17	05/03/17	Accela, LAR	0%	16, 15	
Develop Draft Implementation Plan (Release Roadmap, Sprint Backlogs)	2d	05/04/17	05/05/17	Accela	0%	17	
Finalize Sprint 1 Backlog	1d	05/08/17	05/08/17	Accela, LAR	0%	18	Deliverable 2 - Payment Milestone

Change Control

Sprint 0 will establish the user stories and baseline backlog items. During Sprint 0, the initial product backlog will be estimated using story points for purposes of understanding the relative effort to develop each item. This project does not necessitate a change control process.

Project Management Tools

The project team will use the following tools

- JIRA – The SOM will provide a JIRA instance for the project team to use and will load the product backlog into JIRA.
- SharePoint – The SOM will provide a SharePoint instance for storage of project related documents

DELIVERY APPROACH

The first sprint (Sprint 0) is roughly 4 weeks in duration and is allocated to backlog grooming and detailed elaboration in preparation for the first build sprint. As part of the release planning and backlog grooming, the backlog will be logically sequenced to address dependencies between technical components (interfaces and reports). For example, the team will complete the base configuration of the license types during initial sprints (e.g., Sprints 1, 2 and 3). In subsequent sprints, the team will build the next logical layers such as automations, interfaces, and reports. The following list provides key considerations:

- Solution Foundation – Early build sprints will focus on configuring the base solution, or foundation. This base configuration solidifies the record types, data fields, and workflows for a given license process. It serves as the basis for automations, reports, and interfaces.
- Automations – Automations are built against the base configuration. In some cases, the automation tasks related to a user story may be scheduled for a later sprint to enable the base configuration to be finalized prior to writing automation code.
- Reports and Interfaces– Reports and interfaces are also built against the base configuration and are scheduled for sprints after the foundation is done.

A given sprint may include one or more of the following: configuration, automation development, interface activities and/or reports. The goal is to deliver increments of working product functionality within each sprint. If a product backlog item/user story cannot be accomplished within a sprint, the team must break it down to units of work achievable within a sprint. In some cases, this may not be practical, for example an entire life cycle of a data conversion or interface being built within the duration of a single sprint. In these cases, the team will either break the work down into distinct increments or each sprint may have pieces of the associated activities.

Sprint Zero and Product Backlog Elaboration

The first sprint for the MMFLA Phase 1 Release will consist of a Sprint 0 backlog elaboration activity (Foundation Analysis). The purpose of Sprint 0 is for the LARA product owner and the project team to create / elaborate the Product Backlog, assign story points, prioritize stories, and create the overall Solution Foundation approach (not a document), Product Roadmap and Release Plan.

During the Foundation Analysis prior to finalization of the Release Plan, the team will compare the elaborated backlog to the project scope as defined in this SOW (and Attachments) to identify changes. If new or changed Must Have scope is identified during Foundation Analysis, the team will determine whether such items can be accommodated in the Release (through work share or assignment of equivalent backlog items to State resources) or whether a Change Notice is required to incorporate the new/changed Must Have scope.

In addition, during Sprint 0, the team must elaborate enough Product Backlog detail to meet the “definition of ready” for Sprint 1 Planning. The Product Owner will conduct subsequent Product Backlog elaboration continuously, throughout each release, creating enough detail to drive the subsequent Sprints. The Product Owner is responsible for identifying and prioritizing product backlog targeted for the next sprint and elaboration work required to confirm the sprint backlog meets the *Definition of Ready* prior to the Sprint Planning session.

Project Initiation

Prior to beginning Sprint 0, the team will complete initiation activities. These activities include

1. Conduct a project kick-off meeting to review the statement of work and align expectations across the team for the project approach;
2. Confirm the schedule for Sprint 0 analysis sessions and build a detailed agenda; and
3. Accela will load the Quick Start Package for Licensing.

The list below describes Accela’s Licensing Quick Start configuration package, which includes pre-configured solutions and templates, as well as associated architectural elements.

- Base Quick Start configuration package
    - 700 form designs
    - 365 standard choice configurations
    - Master scripts 3.0
    - ACA Form designs
    - Menu navigations
    - Console configurations (e.g., launchpad pages)
- Licensing Quick Start and Best Practice Templates
- Setup EMSE SVN repo
- Setup Accela GIS maps
- Setup document repository
- If /when known as per Agency decisions
    - Setup communication manager for email notifications
    - Create primary users for the project team
    - Plug in common interface adapters such as for payments (CEPAS)

Sprint 0 Foundation Analysis

To complete Sprint 0, Accela will facilitate working sessions and activities to further understand and define the licensing and regulatory functions for the MMFLA program and how these workflows and functions will be automated within the Accela Civic Platform. This business analysis will elaborate the specific user stories (product backlog items) defined in the draft product backlog documented by the Agency. The deliverable format will conform to the product backlog produced for the BPL Nursing project.

Integrations, imports, exports, and reports are identified in the Foundation Analysis from a functional perspective, in the context of the overall use cases/user stories.

Separate analysis for integrations (including imports and exports) and reports will commence during this phase following the business analysis sessions. These activities will complete the more detailed technical analysis, which often requires different participants than those in the business analysis sessions. Accela will identify and define conceptual solutions for interfaces, imports, exports, and reports. Accela will incorporate these items into the product backlog by defining associated user stories.

Definition of Ready

The criteria listed below define what the team considers readiness of backlog items for scheduling into a sprint during Sprint Planning.

- Story/Product Backlog Item (PBI) contains actors, problem, and value
- Story fits into a sprint
- Story is appropriately documented and ready for building. For example, the team will use elements of the Accela To-Be Document templates as appropriate and the user story and/or elaborated task will also include the business rules for automation scripts. Supporting material for a story will be attached to the appropriate “cards” in JIRA.
- Business value is either obvious or explicitly stated
- Story contains verifiable, explicit acceptance criteria
- Test case for the story is written
- Story focuses on business goals, not solutions

During Sprint 0 and ongoing Backlog elaboration and grooming, the Product Owner (with support from the scrum team) performs the following activities:

- Builds product backlog by entering the Epics, User Stories and Acceptance Criteria into a mutually agreed tool (such as JIRA).
- Prioritizes each PBI using the MoSCoW (*Must have*, *Should have*, *Could have*, and *Would like but Won't have)* framework.
- Defines and prioritizes new product backlog items (see Change Control section above for process)
- Identifies changes needed to existing backlog items (see Change Control section above for process)
- Continuously monitors relative priorities against the release plan (i.e., which PBIs are targeted for each sprint) and applies changes to the release plan (in collaboration with the Scrum Master)
- Identifies PBIs for the next sprint and elaborates sufficient details and tasks to confirm the sprint backlog meets the Definition of Ready prior to the Sprint Planning meeting
- Directs the scrum team in creation of test cases

Software development sprints shall begin after the completion of Sprint Zero. The Product Owner in collaboration with the Accela Scrum Master and scrum team shall select sufficient work from the current Product Backlog for Sprint 1. Based on this selected work, the team will develop an initial sprint backlog, and enter into the build sprint phase of the release.

PROJECT STAFFING FOR SPRINT ZERO

Accela commits the following resource types to the Sprint Zero deliverable defined in this statement of work. Before making personnel changes and as soon as a resource transition need is identified Accela will notify the State Project Manager. Accela will then present a resume and knowledge transfer/transition plan for the new resource to the State's project manager for mutual agreement prior to proceeding with the resource change. Unplanned project costs associated with resource transitions initiated by Accela are borne by Accela.

The table below defines project roles and lists the named resources.

Project Role	Named Resource	Description and Qualifications
Project Manager		Responsible for day-to-day project management and planning Possesses a minimum of 5 years project management experience for IT implementations.
Implementation Lead		Lead business analyst responsible for eliciting and translating State business requirements into actionable Accela solution designs. Possesses a minimum of 3 years experience in a lead business analyst role for government software implementations.
Senior Solution Architect		Provides oversight and advises the team in product solution approaches, conversion strategies, infrastructural and architectural issues, interface design, and configuration management. Possesses a minimum of 5 years technical implementation experience in the Accela Civic Platform.
Senior Solution Consultant		Senior business analyst responsible for advising the Implementation Lead in eliciting and implementing State business requirements and recommending solutions/processes that adhere to industry and product best practice Possesses a minimum of 5 years experience as a business analyst in software implementations and a minimum of 5 years experience with Accela Civic Platform.

The designated Agency Product Owner is: Sara Hernandez

The designated State Project Manager is: Dr. Bob Stelter

PAYMENT MILESTONE DELIVERABLES

For Project Start up and Sprint Zero, Accela will perform the Services on a Deliverable payment basis. At the State PM's direction, Accela will support the Build and Readiness phases on an hourly basis, as per the rate card below. Accela's total price to perform the Services and provide the fixed Deliverables described herein is $250,000.00 exclusive of taxes and expenses (the "Fixed-Fee"). The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent as soon as Accela's Deliverable Acceptance Form is signed by the Agency. Please note, the deliverable amount is not a one to one indication of the level of effort (LOE). Each deliverable is burdened with Project Management time and the amounts are designed to provide overall cash flow for the LOE of the project deliverables and duration. For hourly services, the Accela PM will work with the State PM to assign resources by labor category. Accela will invoice the Agency on a monthly basis for actual hours worked by labor category as per the agreed rates (see Project Objective / Scope of Work for Sprints Beyond Sprint Zero below).

Deliverables

This section defines the deliverables and acceptance criteria for milestones tied to progress payments.

Deliverable	Acceptance Criteria
D1 – Project Initiation and Setup	• Project Kick-off Meeting is complete • Accela Licensing Quick Start package configurations are loaded into Supp environment • MMFLA module set up completed in both Support and Testing environments.
D2 – Sprint 0 Complete	• The product backlog and roadmap accurately captures the inputs provided by LARA staff during the business and technical analysis working sessions. • The product backlog and related artifacts contain sufficient detail to enable the team to understand the requirements and provide accurate estimates of the MMFLA build. Not all items require full elaboration, as additional elaboration is expected to occur during later activities. • The Product Owner has assigned a MoSCoW rating/priority for each backlog item. • Each backlog item is assigned story points for purposes of understanding the relative effort to develop each item. • At the completion of Sprint zero LARA and Accela will have collaboratively established the story point goals for each Build Sprint.

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

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

PROJECT SETUP AND SPRINT 0 PAYMENT SCHEDULE

Payment Schedule	
Deliverable	Payment
D1 – Project Initiation & Setup	$50,000
D2 – Product Backlog Completion (Sprint Zero)	$200,000
TOTAL	$250,000

ASSUMPTIONS

- Schedule Dependency on State Resources - To meet the overall timelines of the project, LARA and Accela will adhere to the current mutually agreed schedule (baseline defined in Attachment A) and agree that time is of the essence. For schedule changes or elaboration during Sprint Planning, Accela and LARA will determine task deadlines, to be documented in the Project Schedule and/or assigned during Sprint Planning for each sprint. Unless otherwise defined, Accela expects a single review cycle (i.e., submit, review, cure, accept) will be achievable for deliverables and PBI approvals. Second reviews will focus on defects and comments raised during the first review. Review process and timeline, will be clearly defined during the elaboration of the baseline project plan.
- Travel – Accela's cost is based on the assumption that Scrum Master, Implementation Lead, and Solution Architect ("Accela Core Team") will travel to Lansing to attend the Sprint Zero analysis work sessions. The joint team will establish a travel schedule for the Accela Core Team members to be on site at the LARA offices, for up to 8 additional onsite weeks following Sprint Zero.

  Travel weeks allow for Accela staff to travel Monday morning and return Friday afternoon. Meeting times for travel weeks will begin 1 pm on Mondays and conclude by 12 pm on Fridays. Accela's overall fee listed in the Payment Terms section is inclusive of expenses. The Agency will not be billed for travel expenses or travel time. The Agency will not receive expense reports or receipts.

BUILD AND READINESS IMPLEMENTATION SERVICES

Project Objective / Scope of Work for Sprints Beyond Sprint Zero

Build and production support of this system will be transitioned to the State upon completion of Sprint 0. The State may utilize supplemental Contractor support hours to assist during the build sprints. Upon completion of this project, the State will be responsible and fully able to support this system.

At the State's option, Accela will provide technical expertise for project augmentation at the existing contractual rate defined in this SOW. Upon a specific request by the State's Project Manager and an approved response and estimate by Accela, hours will be allocated by Accela to the required personnel. To assist in planning, the parties will attempt to forecast the hours needed for upcoming tasks.

The Agency PM may request two types of hourly support

1. Resource Allocation or
2. Task Requests

Resource Allocation

For Resource Allocation, the Agency will submit a resource request (via email) to the Accela Project Manager. The Resource Request must include

- Description of anticipated tasks and required skillsets
- Assignment start and end dates
- Percent of time allocation throughout assignment duration (minimum allocation is 50%)

The Accela Project Manager will respond within 3 business days with the resume summary, skills list, and labor category/bill rate for the proposed resource. The Agency Project Manager will either accept or reject the resource within 2 business days.

Under Resource Allocation requests, it is the responsibility of the Agency Project Manager to direct the Accela resource to enable full utilization and productivity. The resource is allocated to the Agency at the agreed percentage and the monthly invoices will, at a minimum, include the planned allocation of hours. If the Agency PM assigns the resource tasks with deadlines driving towards a higher percent allocation than planned, the Accela resource will escalate the issue to the Accela Project Manager for resolution with the Agency PM. Resource performance issues are reported to the Accela PM by the Agency PM. In such instances, the parties will agree to a remediation plan, which may involve performance improvement milestones or replacement of the Accela resource.

For Resource Allocation requests, the Accela Project Manager will notify the Agency PM of the planned Project Management tasks (such as weekly status reports) and associated PM time allocation to support the assigned resources. If the Accela Project Manager is requested to attend additional project meetings or provide other project management tasks, the Accela Project Manager will notify the Agency PM in advance if the hours are projected to exceed the planned PM allocation by 20% in any given month.

Task Requests

The Agency PM may also submit a targeted Task Request to the Accela Project Manager. For these types of requests, it is expected that the task is pre-defined with enough known detail for Accela to readily estimate the work. If significant analysis is required in order for Accela to estimate a task, the analysis will be performed under a separate Task Request issued by the Agency PM.

Upon a specific task request by the Agency Project Manager, Accela will provide an estimated Level of Effort and schedule to complete the task. The Agency Project Manager will review the estimated Level of Effort and issue a notice to proceed on the task. Upon approval, Accela hours will be allocated by the Accela Project Manager to the required personnel.

The Level of Effort for a task request is inclusive of

- Time spent on analysis for purposes on estimation of the task,
- Project management time required to support estimation, planning, and delivery of the task, and
- Project team time associated with task dependencies to other project work streams or impacts to the overall schedule.

Accela Responsibilities:

- Within 2 business days of receiving a written task request from the Agency Project Manager, provide an estimate of LOE and schedule for the task.
- Provide prompt notification, and seek approval, for any task that is expected to exceed the original estimate by more than 20%.
- Report progress and hours used by Task to Agency on a weekly basis during the weekly Status meeting.

Agency Responsibilities:

- Provide sufficient task request details to enable Accela to estimate and plan the work.
- Provide approval to proceed with specific tasks
- Provide direction on tasks exceeding 20% of the original estimate.

Acceptance Criteria
On a weekly basis, Accela will provide status reports listing work performed, tasks completed, and detailed time sheet. Accela will invoice no more frequently than monthly, for services and tasks that have been completed.

Assumptions
- The Accela personnel assigned to these tasks will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the LARA configuration and business processes.
- The Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from "one voice" representing the Agency.

BUILD AND READINESS IMPLEMENTATION SERVICES LABOR RATES

For State PM-directed Accela support during Build Sprint execution and the Readiness phase, Accela will invoice for actual hours worked as per the rates by Labor Category listed below. It is understood and agreed that these rates will apply to this SOW only. Accela requires a minimum of 10-20% of project time allocated to project management and contract administration under the Resource Allocation and Task Request models. Actual hours billed by the Accela Project Manager will depend upon the number of resources assigned and the associated task monitoring and weekly reporting required by the Agency PM. Under the Task Request model, project management time may be higher or lower, based on the volume and size of each task request. For example, a high volume of small task requests necessitates more Project Management hours than a low volume of large task requests.

Hourly Rates by Labor Category	
Labor Category	Hourly Rate
Project Manager / Scrum Master	$225
Lead Implementation Consultant	$225
Solution Architect	$250
Implementation Consultant	$190
Automation Developer	$190
Report Developer	$190
Interface Developer	$190

$525,000 is currently allocated to this SOW under the hourly task. Rates are inclusive of planned travel expenses as per the travel assumption noted below.

OTHER GENERAL PROVISIONS

Projects Put on Hold
It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. In such a case, the Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the Statement of Work. If the Agency chooses to re-engage at a later date, Accela will provide a new Statement of Work with revised pricing.

When a project is put on hold, a Change Management process will be invoked to:

- Manage the ramp off of resources and safe-keeping of project artifacts
- Pro-rate and invoice for partially completed deliverables
- Transition and re-engagement of resources at the end of the hold period

When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Expiration

If the project has not begun within sixty (60) calendar days of SOW signature date, the current scope and terms may be renegotiated.

Final Acceptance

Final Acceptance is defined as Agency turnover to Accela Customer Support for ongoing support and maintenance. This occurs post go-live, when the duration of post go-live support as defined in deliverable has been completed.

EXPENSES:

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

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

CHANGE NOTICE COVER PAGE

Record Type(s): Grower license: Three license types / Class A-500 marihuana plants Class B-1000 marihuana plants Class C-1500 marihuana plants

Description: A licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center.

User Stories

Epic	Phase	Epic Description		Actor	Story	Technical Assumptions
1	**1**	**Submit an Application Online ***		Registered Public User	I want to be able to apply for my License online and manage the Application, License, and Renewal Process	* Assumes a record type for GROWER
1a	1		Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application.	* Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN or FEIN.
1b	1		Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	1		Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process.	* Assumes one Accela Citizen Access page flow shared for all GROWER records
1d	1		Find Entity type in Citizen Access	Registered Public User	I need to find the right entity type as an applicant: sole proprietor, partnership, llp, llc, corporation, etc. and enter information about each person designated as an applicant. The entity type I select will drive the rest of the information I am required to enter for this application. The type of entity will drive the application type – interactive form.	
1e	1		Add contacts	Registered Public User	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated. I need to enter a business name, business address, business telephone number, social security number, and if applicable, federal tax identification number (as an applicant).	Assumes standard contact features leveraging existing Master Scripts for adding new contacts.

1f	1		Add additional contacts	Registered Public User	I need to enter the identity of every person having any ownership interest in the applicant with respect to which the license is sought. If the disclosed entity is a trust, the application shall disclose the names and addresses of the beneficiaries; if a corporation, the names and addresses of all shareholders, officers, and directors; if a partnership or llp, the names and addresses of all partners; if a lp or lllp, the names of all partners, both general and limited; or if a llc, the names and addresses of all members and managers. And other lists of associated individuals.	Assumes standard contact features levering existing Master Scripts for adding additional contacts/lists.
	1		Enter criminal background details	Registered Public User	I need to enter information about the criminal background for the applicants.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1h	1	501(5)	No interest in a secure transporter or safety compliance facility	Registered Public User	I need to indicate that the grower applicant and any associated investors in the grower do not have an interest in a secure transporter or safety compliance facility.	
1i	1	501(6)(a)	Active employee	Registered Public User	I need to indicate that I have or will have an active employee who has a minimum of 2 years' experience as a registered primary caregiver.	
1j	1	501(6)(b)	Not be a primary caregiver	Registered Public User	I need to indicate that I am not a primary caregiver and that I will not employ an individual who is simultaneously a registered primary caregiver.	
1k	1		Enter commercial license denial/disciplinary details	Registered Public User	I need to enter information about whether or not I've ever applied for or been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1l	1		Enter financial information and details	Registered Public User	I need to indicate whether an applicant has filed, or been served with, a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law, including the amount, type of tax, taxing agency, and time periods involved.	Assume an interactive form. Ask the question and if affirmative answer details must be provided.
1m	1		Add Insurance/bond information	Registered Public User	I need to enter insurance/bond information. Select insurance or bond and require information fields i.e. policy number,	Assumes specific fields for insurance or bond details. Can be an uploaded document only depending on available functionality in Master Scripts to handle this type of information.

1n	1		Ordinance or zoning restrictions	Registered Public User	Have you applied with local municipality to request adoption to authorize or restrict operation of 1 or more marihuana facilities in the municipality? Requires upload of request letter or approval/restrictions.	
1o	1		List names and titles of public officials or officers	Registered Public User	I need to be able to enter a list of the names and titles of all public officials or officers of any unit of government, and the spouses, parents, and children of those public officials or officers, who directly or indirectly, own any financial interest in, have any beneficial interest in, are the creditors of or hold any debt instrument issued by, or hold or have any interest in any contractual or service relationship with an applicant. As used in this subdivision, public official or officer does not include a person who have to be listed solely because of his or her state or federal military service.	Could be an uploaded document depending on available functionality in Master Scripts.
1p	1		Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Criminal Board Information, Insurance policy, etc.	
1q	1		Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Board will determine my eligibility. The fee is determined by application type.	* Assumes the same interface is deployed as used on other SOM projects.
1r	1		Pend an Incomplete Application	Registered Public User	I need to stop my completing the application and come back to it later and have my information saved/stored in the external application until I'm ready for submission and pay the correct fee that is due at time of submission.	
1s	1		Submit Application	Registered Public User	I need to be able to submit my application online and agree to a specific attestation statement prior to submission and agreeing to terms.	
2	1	**Process a Mailed Application in the Back Office ***		Bureau Staff	I want to process a new application manually.	
2a	1		Add contacts	Bureau Staff	I need to add personal contact information that is appropriate for a specific license type so the applicant can be contacted and their personal information can be validated.	
2b	1		Enter Custom Field Information	Bureau Staff	I need to add specific information that is needed for this license type so that the Board can accurately determine the eligibility of the applicant. Same information as with an online application – could be a checklist of items that are submitted and requires imaging of supporting documentation.	

2c	1		Enter Custom List Information	Bureau Staff	I need to add specific table information that is needed for this license type so that the Board can accurately determine eligibility of the applicant.	
2d	1		Enter insurance/bond information	Bureau Staff	I need to enter specific details about insurance/bond.	
2e	1		Upload scanned Documents	Bureau Staff	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc.…	
2f	1		Process a Fee	Bureau Staff	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register and create an account so they can receive/send emails, check their status and upload additional documentation if needed.	
2g	1		Update Workflow	Bureau Staff	I need to update the workflow/checklist of criteria to the appropriate tasks so that I can indicate the progress being made in processing the application and have the system send an email of items pending to the external user.	
3	1	**Conduct Verifications for Information Submitted**		Bureau Staff	I want to be able to inspect information submitted by the Applicant	
3a	1		Validate Documents and Information Submitted	Bureau Staff	I want to be able to review information entered on the online application and supporting documents and use a method in the database to show items required are complete. I also need to be able to mark items as N/A.	Varying amount of supporting documents detailed in a checklist that requires manual completion after review.
3b	1		Request additional information	Bureau Staff	I need to request that the applicant submit more documents based upon inspecting data submitted and send a letter or an email message to the applicant.	
3c	1		Application Review	Bureau Staff	I need to be able to make changes to the information previously entered in the pending application record and have it generate a notice to the applicant or a letter that prints locally or at the print center	

3d	1		Reject Application	Bureau Staff	I need to be able to Reject the Application if they don't meet qualifications for the license.	
3e	1		Withdraw Application	Bureau Staff	I need to be able to Withdraw an application if the Registered Public user requests it.	
3f	1		Run a Criminal Background Check	Bureau Staff	I need to run an ICHAT and enter the results in the record to indicate Yes/No has criminal record.	
3g	1		Complete Conditions of Approval	Bureau Staff	I want to complete the checklist so I can finalize an application.	
4	1	**Issue License**		Bureau Staff		
4a	1		Issue License	Bureau Staff	I want to Issue the License by updating Workflow which closes the Application Record and generates the license number. The Applicant can print their license or the license would print at a print center on license stock.	
4b	**1**		Print License Online	Applicant	I want to be able to allow the external user to print or re-print their license online.	
12	**1**	**Lookup License Status**				
12a	**1**		Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website and perform searches based on specific criteria: name, license number, city, zip code, and run reports using certain criteria.	
13	**1**	**Batch Upload Scanned Files**				
1**3a**	**1**		Batch Upload Scanned Files	Bureau Staff	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning.

CHANGE NOTICE COVER PAGE

Record Type(s): Processor						
Description: A licensee that is a commercial entity located in this state that purchases marihuana from a grower and that extracts resin from the marihuana or creates marihuana-infused products for sale and transfer in packaged form to a provisioning center.						
User Stories						
Epic	**Phase**	**Epic Description**		**Actor**	**Story**	**Technical Assumptions**
1	**1**	**Submit an Application Online ***		Registered Public User	I want to be able to apply for my License online and manage the Application, License, and Renewal Process	* Assumes a record type for PROCESSOR
1a	**1**		Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application.	* Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN or FEIN.
1b	**1**		Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	**1**		Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process.	* Assumes one Accela Citizen Access page flow shared for all PROCESSOR records.
1d	**1**		Find Entity type in Citizen Access	Registered Public User	I need to find the right entity type as an applicant: sole proprietor, partnership, llp, llc, corporation, etc. and enter information about each person designated as an applicant. The entity type I select will drive the rest of the information I am required to enter for this application. The type of entity will drive the application type – interactive form.	
1e	**1**		Add contacts	Registered Public User	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated. I need to enter a business name, business address, business telephone number, social security number, and if applicable, federal tax identification number (as an applicant).	Assumes standard contact features leveraging existing Master Scripts for adding new contacts.
1f	**1**		Add additional contacts	Registered Public User	I need to enter the identity of every person having any ownership interest in the applicant with respect to which the license is sought. If the disclosed entity is a trust, the application shall disclose the names and addresses of the beneficiaries; if a corporation, the names and addresses of all shareholders, officers, and directors; if a partnership or llp, the names and addresses of all partners; if a lp or lllp, the names of all partners, both general and limited; or if a llc, the names and addresses of all members and managers. And other lists of associated individuals.	Assumes standard contact features levering existing Master Scripts for adding additional contacts/lists.
1g	**1**		Enter criminal background details	Registered Public User	I need to enter information about the criminal background for the applicants.	Assume interactive form. Ask the question and if affirmative answer details must be provided.

1h	**1**	502(3)	No interest in a secure transporter or safety compliance facility	Registered Public User	I need to indicate that the grower applicant and any associated investors in the grower do not have an interest in a secure transporter or safety compliance facility.	
1i	**1**	502(4)(a)	Active Employee	Registered Public User	I need to indicate that I have or will have as an active employee an individual who has, a minimum of 2 years' experience as a registered primary caregiver.	
1j	**1**	502(4)(b)	Not be a Registered Primary Caregiver	Registered Public User	I need to indicate that I am not a primary caregiver and that I will not employ an individual who is simultaneously a registered primary caregiver.	
1k	**1**		Enter commercial license denial/disciplinary details	Registered Public User	I need to enter information about whether or not I've ever applied for or been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1l	**1**		Enter financial information and details	Registered Public User	I need to indicate whether an applicant has filed, or been served with, a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law, including the amount, type of tax, taxing agency, and time periods involved.	Assume an interactive form. Ask the question and if affirmative answer details must be provided.
1m	**1**		Add Insurance/bond information	Registered Public User	I need to enter insurance/bond information. Select insurance or bond and require information fields i.e. policy number,	Assumes specific fields for insurance or bond details. Can be an uploaded document only depending on available functionality in Master Scripts to handle this type of information.
1n	**1**		Ordinance or zoning restrictions	Registered Public User	Have you applied with local municipality to request adoption to authorize or restrict operation of 1 or more marihuana facilities in the municipality? Requires upload of request letter or approval/restrictions.	
1o	**1**		List names and titles of public officials or officers	Registered Public User	I need to be able to enter a list of the names and titles of all public officials or officers of any unit of government, and the spouses, parents, and children of those public officials or officers, who directly or indirectly, own any financial interest in, have any beneficial interest in, are the creditors of or hold any debt instrument issued by, or hold or have any interest in any contractual or service relationship with an applicant. As used in this subdivision, public official or officer does not include a person who have to be listed solely because of his or her state or federal military service.	Could be an uploaded document depending on available functionality in Master Scripts.

CHANGE NOTICE COVER PAGE

1p	**1**		Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Criminal Board Information, Insurance policy, etc.	
1q	**1**		Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Board will determine my eligibility. The fee is determined by application type.	* Assumes the same interface is deployed as used on other SOM projects.
1r	**1**		Pend an Incomplete Application	Registered Public User	I need to stop my completing the application and come back to it later and have my information saved/stored in the external application until I'm ready for submission and pay the correct fee that is due at time of submission.	
1s	**1**		Submit Application	Registered Public User	I need to be able to submit my application online and agree to a specific attestation statement prior to submission and agreeing to terms.	
2	**1**	**Process a Mailed Application in the Back Office ***		Bureau Staff	I want to process a new application manually.	
2a	**1**		Add contacts	Bureau Staff	I need to add personal contact information that is appropriate for a specific license type so the applicant can be contacted and their personal information can be validated.	
2b	**1**		Enter Custom Field Information	Bureau Staff	I need to add specific information that is needed for this license type so that the Board can accurately determine the eligibility of the applicant. Same information as with an online application – could be a checklist of items that are submitted and requires imaging of supporting documentation.	
2c	**1**		Enter Custom List Information	Bureau Staff	I need to add specific table information that is needed for this license type so that the Board can accurately determine eligibility of the applicant.	
2d	**1**		Enter insurance/bond information	Bureau Staff	I need to enter specific details about insurance/bond.	
2e	**1**		Upload scanned Documents	Bureau Staff	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc.…	
2f	**1**		Process a Fee	Bureau Staff	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register and create an account so they can receive/send emails, check their status and upload additional documentation if needed.	
2g	**1**		Update Workflow	Bureau Staff	I need to update the workflow/checklist of criteria to the appropriate tasks so that I can indicate the progress being made in processing the application and have the system send an email of items pending to the external user.	
3	**1**	**Conduct Verifications for Information Submitted**		Bureau Staff	I want to be able to inspect information submitted by the Applicant	

3a	**1**		Validate Documents and Information Submitted	Bureau Staff	I want to be able to review information entered on the online application and supporting documents and use a method in the database to show items required are complete. I also need to be able to mark items as N/A.	Varying amount of supporting documents detailed in a checklist that requires manual completion after review.
3b	**1**		Request additional information	Bureau Staff	I need to request that the applicant submit more documents based upon inspecting data submitted and send a letter or an email message to the applicant.	
3c	**1**		Application Review	Bureau Staff	I need to be able to make changes to the information previously entered in the pending application record and have it generate a notice to the applicant or a letter that prints locally or at the print center	
3d	**1**		Reject Application	Bureau Staff	I need to be able to Reject the Application if they don't meet qualifications for the license.	
3e	**1**		Withdraw Application	Bureau Staff	I need to be able to Withdraw an application if the Registered Public user requests it.	
3f	**1**		Run a Criminal Background Check	Bureau Staff	I need to run an ICHAT and enter the results in the record to indicate Yes/No has criminal record.	
3g	**1**		Complete Conditions of Approval	Bureau Staff	I want to complete the checklist so I can finalize an application.	
4	**1**	**Issue License**		Bureau Staff		
4a	**1**		Issue License	Bureau Staff	I want to Issue the License by updating Workflow which closes the Application Record and generates the license number. The Applicant can print their license or the license would print at a print center on license stock.	
4b	**1**		Print License Online	Applicant	I want to be able to allow the external user to print or re-print their license online.	
5	**1**	**Submit a Renewal Online**		Applicant	I want to request a renewal so I can continue to be licensed. Renewals on form provided by the board. Received on or before the expiration date. Fee. Renew within 0 days of expiration. Late fee.	* Assumes standard batch script process as deployed for LARA to generate records into renewal
5a	**1**		Register for an Account / Link To Existing	Applicant	I need to register for an account online and create contact information to use with my renewal. This process will also link any of my existing License information to my account by sending me a pin number to verify.	
5b	**1**		Modify license information	Applicant	I want to update my license information so my contacts and other data are correct.	
5c	**1**		Enter license information	Applicant	I need to answer renewal questions and enter information and upload supporting documentation.	
5d	**1**		Pay a Renewal Fee Online	Applicant	I need to pay the appropriate fee for my license type to re-issue my license.	
5e	**1**		Update Workflow	Bureau Staff	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate requirements.	See above
12	**1**	**Lookup License Status**				

12a	**1**		Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website and perform searches based on specific criteria: name, license number, city, zip code, and run reports using certain criteria.	
13	**1**	**Batch Upload Scanned Files**				
13a	**1**		Batch Upload Scanned Files	Bureau Staff	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning.

Record Type(s): **Provisioning Center**

Description: A licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the Michigan medical marihuana act is not a provisioning center for purposes of this act.

User Stories

Epic	Phase	Epic Description		Actor	Story	Technical Assumptions
1	1	**Submit an Application Online ***		Registered Public User	I want to be able to apply for my License online and manage the Application, License, and Renewal Process	* Assumes a record type for PROVISIONING CENTER
1a	**1**		Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application.	* Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN or FEIN.
1b	**1**		Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	**1**		Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process.	* Assumes one Accela Citizen Access page flow shared for all PROVISIONING CENTER records.

1d	**1**		Find Entity type in Citizen Access	Registered Public User	I need to find the right entity type as an applicant: sole proprietor, partnership, llp, llc, corporation, etc. and enter information about each person designated as an applicant. The entity type I select will drive the rest of the information I am required to enter for this application. The type of entity will drive the application type – interactive form.	
1e	**1**		Add contacts	Registered Public User	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated. I need to enter a business name, business address, business telephone number, social security number, and if applicable, federal tax identification number (as an applicant).	Assumes standard contact features leveraging existing Master Scripts for adding new contacts.
1f	**1**		Add additional contacts	Registered Public User	I need to enter the identity of every person having any ownership interest in the applicant with respect to which the license is sought. If the disclosed entity is a trust, the application shall disclose the names and addresses of the beneficiaries; if a corporation, the names and addresses of all shareholders, officers, and directors; if a partnership or llp, the names and addresses of all partners; if a lp or lllp, the names of all partners, both general and limited; or if a llc, the names and addresses of all members and managers. And other lists of associated individuals.	Assumes standard contact features levering existing Master Scripts for adding additional contacts/lists.
1g	**1**		Enter criminal background details	Registered Public User	I need to enter information about the criminal background for the applicants.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1h	**1**	504(3)	To be eligible for a provisioning center license, the applicant and each investor in the provisioning center must not have an interest in a secure transporter or safety compliance facility.	Registered Public User	To be eligible for a provisioning center license, the applicant and each investor in the provisioning center must not have an interest in a secure transporter or safety compliance facility.	
1i	**1**		Enter commercial license denial/disciplinary details	Registered Public User	I need to enter information about whether or not I've ever applied for or been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1j	**1**		Enter financial information and details	Registered Public User	I need to indicate whether an applicant has filed, or been served with, a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law, including the amount, type of tax, taxing agency, and time periods involved.	Assume an interactive form. Ask the question and if affirmative answer details must be provided.

1k	**1**		Add Insurance/bond information	Registered Public User	I need to enter insurance/bond information. Select insurance or bond and require information fields i.e. policy number,	Assumes specific fields for insurance or bond details. Can be an uploaded document only depending on available functionality in Master Scripts to handle this type of information.
1l	**1**		Ordinance or zoning restrictions	Registered Public User	Have you applied with local municipality to request adoption to authorize or restrict operation of 1 or more marihuana facilities in the municipality? Requires upload of request letter or approval/restrictions.	
1m	**1**		List names and titles of public officials or officers	Registered Public User	I need to be able to enter a list of the names and titles of all public officials or officers of any unit of government, and the spouses, parents, and children of those public officials or officers, who directly or indirectly, own any financial interest in, have any beneficial interest in, are the creditors of or hold any debt instrument issued by, or hold or have any interest in any contractual or service relationship with an applicant. As used in this subdivision, public official or officer does not include a person who have to be listed solely because of his or her state or federal military service.	Could be an uploaded document depending on available functionality in Master Scripts.
1n	**1**		Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Criminal Board Information, Insurance policy, etc.	
1o	**1**		Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Board will determine my eligibility. The fee is determined by application type.	* Assumes the same interface is deployed as used on other SOM projects.
1p	**1**		Pend an Incomplete Application	Registered Public User	I need to stop my completing the application and come back to it later and have my information saved/stored in the external application until I'm ready for submission and pay the correct fee that is due at time of submission.	
1q	**1**		Submit Application	Registered Public User	I need to be able to submit my application online and agree to a specific attestation statement prior to submission and agreeing to terms.	
2	**1**	**Process a Mailed Application in the Back Office ***		Bureau Staff	I want to process a new application manually.	
2a	**1**		Add contacts	Bureau Staff	I need to add personal contact information that is appropriate for a specific license type so the applicant can be contacted and their personal information can be validated.	

2b	**1**		Enter Custom Field Information	Bureau Staff	I need to add specific information that is needed for this license type so that the Board can accurately determine the eligibility of the applicant. Same information as with an online application – could be a checklist of items that are submitted and requires imaging of supporting documentation.	
2c	**1**		Enter Custom List Information	Bureau Staff	I need to add specific table information that is needed for this license type so that the Board can accurately determine eligibility of the applicant.	
2d	**1**		Enter insurance/bond information	Bureau Staff	I need to enter specific details about insurance/bond.	
2e	**1**		Upload scanned Documents	Bureau Staff	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc.…	
2f	**1**		Process a Fee	Bureau Staff	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register and create an account so they can receive/send emails, check their status and upload additional documentation if needed.	
2g	**1**		Update Workflow	Bureau Staff	I need to update the workflow/checklist of criteria to the appropriate tasks so that I can indicate the progress being made in processing the application and have the system send an email of items pending to the external user.	
3	**1**	**Conduct Verifications for Information Submitted**		Bureau Staff	I want to be able to inspect information submitted by the Applicant	
3a	**1**		Validate Documents and Information Submitted	Bureau Staff	I want to be able to review information entered on the online application and supporting documents and use a method in the database to show items required are complete. I also need to be able to mark items as N/A.	Varying amount of supporting documents detailed in a checklist that requires manual completion after review.
3b	**1**		Request additional information	Bureau Staff	I need to request that the applicant submit more documents based upon inspecting data submitted and send a letter or an email message to the applicant.	

3c	**1**		Application Review	Bureau Staff	I need to be able to make changes to the information previously entered in the pending application record and have it generate a notice to the applicant or a letter that prints locally or at the print center	
3d	**1**		Reject Application	Bureau Staff	I need to be able to Reject the Application if they don't meet qualifications for the license.	
3e	**1**		Withdraw Application	Bureau Staff	I need to be able to Withdraw an application if the Registered Public user requests it.	
3f	**1**		Run a Criminal Background Check	Bureau Staff	I need to run an ICHAT and enter the results in the record to indicate Yes/No has criminal record.	
3g	**1**		Complete Conditions of Approval	Bureau Staff	I want to complete the checklist so I can finalize an application.	
4	**1**	**Issue License**		Bureau Staff		
4a	**1**		Issue License	Bureau Staff	I want to Issue the License by updating Workflow which closes the Application Record and generates the license number. The Applicant can print their license or the license would print at a print center on license stock.	
4b	**1**		Print License Online	Applicant	I want to be able to allow the external user to print or re-print their license online.	
12	**1**	**Lookup License Status**				
12a	**1**		Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website and perform searches based on specific criteria: name, license number, city, zip code, and run reports using certain criteria.	
13	**1**	**Batch Upload Scanned Files**				
13a	**1**		Batch Upload Scanned Files	Bureau Staff	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning.

CHANGE NOTICE COVER PAGE

Record Type(s): Safety Compliance Facility						
Description: A licensee that is a commercial entity that receives marihuana from marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility.						
User Stories						
Epic	**Phase**	**Epic Description**		**Actor**	**Story**	**Technical Assumptions**
1	**1**	**Submit an Application Online ***		Registered Public User	I want to be able to apply for my License online and manage the Application, License, and Renewal Process	* Assumes a record type for SAFETY COMPLIANCE FACILITY
1a	**1**		Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application.	* Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN or FEIN.
1b	**1**		Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	**1**		Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process.	* Assumes one Accela Citizen Access page flow shared for all SAFETY COMPLIANCE FACILITY records
1d	**1**		Find Entity type in Citizen Access	Registered Public User	I need to find the right entity type as an applicant: sole proprietor, partnership, llp, llc, corporation, etc. and enter information about each person designated as an applicant. The entity type I select will drive the rest of the information I am required to enter for this application. The type of entity will drive the application type – interactive form.	
1e	**1**		Add contacts	Registered Public User	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated. I need to enter a business name, business address, business telephone number, social security number, and if applicable, federal tax identification number (as an applicant).	Assumes standard contact features leveraging existing Master Scripts for adding new contacts.

1f	**1**		Add additional contacts	Registered Public User	I need to enter the identity of every person having any ownership interest in the applicant with respect to which the license is sought. If the disclosed entity is a trust, the application shall disclose the names and addresses of the beneficiaries; if a corporation, the names and addresses of all shareholders, officers, and directors; if a partnership or llp, the names and addresses of all partners; if a lp or lllp, the names of all partners, both general and limited; or if a llc, the names and addresses of all members and managers. And other lists of associated individuals	Assumes standard contact features levering existing Master Scripts for adding additional contacts/lists.
1g	**1**		Enter criminal background details	Registered Public User	I need to enter information about the criminal background for the applicants.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1h	**1**	505(2)	Accreditation	Applicant	I need to indicate if I am accredited by an entity approved by the board or have previously provided drug testing services to this state or this state's court system and am a vendor in good standing in regard to those services.	
1i	**1**	505(3)	No interest in a grower, secure transporter, processor or provisioning center	Applicant	I need to indicate that the safety compliance facility applicant and any associated investors in the safety compliance facility does not have an interest in a grower, secure transporter, processor, or provisioning center.	
1j	**1**	505(4)(g)	Employees	Applicant	I need to indicate that I employ at least 1 staff member with a relevant advanced degree in a medical or laboratory science.	
1k	**1**		Enter commercial license denial/disciplinary details	Registered Public User	I need to enter information about whether or not I've ever applied for or been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1l	**1**		Enter financial information and details	Registered Public User	I need to indicate whether an applicant has filed, or been served with, a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law, including the amount, type of tax, taxing agency, and time periods involved.	Assume an interactive form. Ask the question and if affirmative answer details must be provided.
1m	**1**		Add Insurance/bond information	Registered Public User	I need to enter insurance/bond information. Select insurance or bond and require information fields i.e. policy number,	Assumes specific fields for insurance or bond details. Can be an uploaded document only depending on available functionality in Master Scripts to handle this type of information.

1n	**1**		Ordinance or zoning restrictions	Registered Public User	Have you applied with local municipality to request adoption to authorize or restrict operation of 1 or more marihuana facilities in the municipality? Requires upload of request letter or approval/restrictions.	
1o	**1**		List names and titles of public officials or officers	Registered Public User	I need to be able to enter a list of the names and titles of all public officials or officers of any unit of government, and the spouses, parents, and children of those public officials or officers, who directly or indirectly, own any financial interest in, have any beneficial interest in, are the creditors of or hold any debt instrument issued by, or hold or have any interest in any contractual or service relationship with an applicant. As used in this subdivision, public official or officer does not include a person who have to be listed solely because of his or her state or federal military service.	Could be an uploaded document depending on available functionality in Master Scripts.
1p	**1**		Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Criminal Board Information, Insurance policy, etc.	
1q	**1**		Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Board will determine my eligibility. The fee is determined by application type.	* Assumes the same interface is deployed as used on other SOM projects.
1r	**1**		Pend an Incomplete Application	Registered Public User	I need to stop my completing the application and come back to it later and have my information saved/stored in the external application until I'm ready for submission and pay the correct fee that is due at time of submission.	
1s	**1**		Submit Application	Registered Public User	I need to be able to submit my application online and agree to a specific attestation statement prior to submission and agreeing to terms.	
2	**1**	**Process a Mailed Application in the Back Office ***		Bureau Staff	I want to process a new application manually.	
2a	**1**		Add contacts	Bureau Staff	I need to add personal contact information that is appropriate for a specific license type so the applicant can be contacted and their personal information can be validated.	
2b	**1**		Enter Custom Field Information	Bureau Staff	I need to add specific information that is needed for this license type so that the Board can accurately determine the eligibility of the applicant. Same information as with an online application – could be a checklist of items that are submitted and requires imaging of supporting documentation.	

2c	**1**		Enter Custom List Information	Bureau Staff	I need to add specific table information that is needed for this license type so that the Board can accurately determine eligibility of the applicant.	
2d	**1**		Enter insurance/bond information	Bureau Staff	I need to enter specific details about insurance/bond.	
2e	**1**		Upload scanned Documents	Bureau Staff	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc.…	
2f	**1**		Process a Fee	Bureau Staff	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register and create an account so they can receive/send emails, check their status and upload additional documentation if needed.	
2g	**1**		Update Workflow	Bureau Staff	I need to update the workflow/checklist of criteria to the appropriate tasks so that I can indicate the progress being made in processing the application and have the system send an email of items pending to the external user.	
3	**1**	**Conduct Verifications for Information Submitted**		Bureau Staff	I want to be able to inspect information submitted by the Applicant	
3a	**1**		Validate Documents and Information Submitted	Bureau Staff	I want to be able to review information entered on the online application and supporting documents and use a method in the database to show items required are complete. I also need to be able to mark items as N/A.	Varying amount of supporting documents detailed in a checklist that requires manual completion after review.
3b	**1**		Request additional information	Bureau Staff	I need to request that the applicant submit more documents based upon inspecting data submitted and send a letter or an email message to the applicant.	
3c	**1**		Application Review	Bureau Staff	I need to be able to make changes to the information previously entered in the pending application record and have it generate a notice to the applicant or a letter that prints locally or at the print center	

3d	**1**		Reject Application	Bureau Staff	I need to be able to Reject the Application if they don't meet qualifications for the license.	
3e	**1**		Withdraw Application	Bureau Staff	I need to be able to Withdraw an application if the Registered Public user requests it.	
3f	**1**		Run a Criminal Background Check	Bureau Staff	I need to run an ICHAT and enter the results in the record to indicate Yes/No has criminal record.	
3g	**1**		Complete Conditions of Approval	Bureau Staff	I want to complete the checklist so I can finalize an application.	
4	**1**	**Issue License**		Bureau Staff		
4a	**1**		Issue License	Bureau Staff	I want to Issue the License by updating Workflow which closes the Application Record and generates the license number. The Applicant can print their license or the license would print at a print center on license stock.	
4b	**1**		Print License Online	Applicant	I want to be able to allow the external user to print or re-print their license online.	
12	**1**	**Lookup License Status**				
12a	**1**		Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website and perform searches based on specific criteria: name, license number, city, zip code, and run reports using certain criteria.	
13	**1**	**Batch Upload Scanned Files**				
13a	**1**		Batch Upload Scanned Files	Bureau Staff	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning.

CHANGE NOTICE COVER PAGE

Record Type(s): Secure Transporter						
Description: A licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.						
User Stories						
Epic	**Phase**	**Epic Description**		**Actor**	**Story**	**Technical Assumptions**
1	**1**	**Submit an Application Online ***		Registered Public User	I want to be able to apply for my License online and manage the Application, License, and Renewal Process.	* Assumes a record type for SECURE TRANSPORTER
1a	**1**		Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application.	* Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN or FEIN.
1b	**1**		Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	**1**		Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process.	* Assumes one Accela Citizen Access page flow shared for all SECURE TRANSPORTER records.
1d	**1**		Find Entity type in Citizen Access	Registered Public User	I need to find the right entity type as an applicant: sole proprietor, partnership, llp, llc, corporation, etc. and enter information about each person designated as an applicant. The entity type I select will drive the rest of the information I am required to enter for this application. The type of entity will drive the application type – interactive form.	
1e	**1**		Add contacts	Registered Public User	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated. I need to enter a business name, business address, business telephone number, social security number, and if applicable, federal tax identification number (as an applicant).	Assumes standard contact features leveraging existing Master Scripts for adding new contacts.

1f	**1**		Add additional contacts	Registered Public User	I need to enter the identity of every person having any ownership interest in the applicant with respect to which the license is sought. If the disclosed entity is a trust, the application shall disclose the names and addresses of the beneficiaries; if a corporation, the names and addresses of all shareholders, officers, and directors; if a partnership or llp, the names and addresses of all partners; if a lp or lllp, the names of all partners, both general and limited; or if a llc, the names and addresses of all members and managers. And other lists of associated individuals.	Assumes standard contact features levering existing Master Scripts for adding additional contacts/lists.
1g	**1**		Enter criminal background details	Registered Public User	I need to enter information about the criminal background for the applicants.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1h	**1**	503(2)	No interest in a grower, processor, provisioning center or safety compliance facility	Registered Public User	I need to indicate that the secure transporter applicant and any associated investors in the secure transporter do not have an interest in a grower, processor, provisioning center or safety compliance facility.	
1i	**1**	503(4)(a)	Drivers	Registered Public User	I need to indicate that each driver transporting marihuana has a chauffeur's license issued by the state and indicate the driver's license number.	
1j	**1**	503(4)(b)	Employees	Registered Public User	I need to indicate that each employee who has custody of marihuana or money that is related to a marihuana transaction has not been convicted of or incarcerated for a felony under the laws of this state, any other state, or the United States within the past 5 years or have been convicted of a misdemeanor involving a controlled substance within the past 5 years.	
1k	**1**	503(4)(f)	Secure transporting vehicle	Registered Public User	I need to indicate that a secure transporting vehicle does not bear markings or other indication that is carrying marihuana or a marihuana-infused product.	
1l	**1**		Enter commercial license denial/disciplinary details	Registered Public User	I need to enter information about whether or not I've ever applied for or been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.	Assume interactive form. Ask the question and if affirmative answer details must be provided.
1m	**1**		Enter financial information and details	Registered Public User	I need to indicate whether an applicant has filed, or been served with, a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law, including the amount, type of tax, taxing agency, and time periods involved.	Assume an interactive form. Ask the question and if affirmative answer details must be provided.

1n	**1**		Add Insurance/bond information	Registered Public User	I need to enter insurance/bond information. Select insurance or bond and require information fields i.e. policy number,	Assumes specific fields for insurance or bond details. Can be an uploaded document only depending on available functionality in Master Scripts to handle this type of information.
1o	**1**		Ordinance or zoning restrictions	Registered Public User	Have you applied with local municipality to request adoption to authorize or restrict operation of 1 or more marihuana facilities in the municipality? Requires upload of request letter or approval/restrictions.	
1p	**1**		List names and titles of public officials or officers	Registered Public User	I need to be able to enter a list of the names and titles of all public officials or officers of any unit of government, and the spouses, parents, and children of those public officials or officers, who directly or indirectly, own any financial interest in, have any beneficial interest in, are the creditors of or hold any debt instrument issued by, or hold or have any interest in any contractual or service relationship with an applicant. As used in this subdivision, public official or officer does not include a person who have to be listed solely because of his or her state or federal military service.	Could be an uploaded document depending on available functionality in Master Scripts.
1q	**1**		Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Criminal Board Information, Insurance policy, etc.	
1r	**1**		Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Board will determine my eligibility. The fee is determined by application type.	* Assumes the same interface is deployed as used on other SOM projects.
1s	**1**		Pend an Incomplete Application	Registered Public User	I need to stop my completing the application and come back to it later and have my information saved/stored in the external application until I'm ready for submission and pay the correct fee that is due at time of submission.	
1t	**1**		Submit Application	Registered Public User	I need to be able to submit my application online and agree to a specific attestation statement prior to submission and agreeing to terms.	
2	**1**	**Process a Mailed Application in the Back Office ***		Bureau Staff	I want to process a new application manually.	
2a	**1**		Add contacts	Bureau Staff	I need to add personal contact information that is appropriate for a specific license type so the applicant can be contacted and their personal information can be validated.	

2b	**1**		Enter Custom Field Information	Bureau Staff	I need to add specific information that is needed for this license type so that the Board can accurately determine the eligibility of the applicant. Same information as with an online application – could be a checklist of items that are submitted and requires imaging of supporting documentation.	
2c	**1**		Enter Custom List Information	Bureau Staff	I need to add specific table information that is needed for this license type so that the Board can accurately determine eligibility of the applicant.	
2d	**1**		Enter insurance/bond information	Bureau Staff	I need to enter specific details about insurance/bond.	
2e	**1**		Upload scanned Documents	Bureau Staff	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc.…	
2f	**1**		Process a Fee	Bureau Staff	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register and create an account so they can receive/send emails, check their status and upload additional documentation if needed.	
2g	**1**		Update Workflow	Bureau Staff	I need to update the workflow/checklist of criteria to the appropriate tasks so that I can indicate the progress being made in processing the application and have the system send an email of items pending to the external user.	
3	**1**	**Conduct Verifications for Information Submitted**		Bureau Staff	I want to be able to inspect information submitted by the Applicant	
3a	**1**		Validate Documents and Information Submitted	Bureau Staff	I want to be able to review information entered on the online application and supporting documents and use a method in the database to show items required are complete. I also need to be able to mark items as N/A.	Varying amount of supporting documents detailed in a checklist that requires manual completion after review.
3b	**1**		Request additional information	Bureau Staff	I need to request that the applicant submit more documents based upon inspecting data submitted and send a letter or an email message to the applicant.	

3c	**1**		Application Review	Bureau Staff	I need to be able to make changes to the information previously entered in the pending application record and have it generate a notice to the applicant or a letter that prints locally or at the print center	
3d	**1**		Reject Application	Bureau Staff	I need to be able to Reject the Application if they don't meet qualifications for the license.	
3e	**1**		Withdraw Application	Bureau Staff	I need to be able to Withdraw an application if the Registered Public user requests it.	
3f	**1**		Run a Criminal Background Check	Bureau Staff	I need to run an ICHAT and enter the results in the record to indicate Yes/No has criminal record.	
3g	**1**		Complete Conditions of Approval	Bureau Staff	I want to complete the checklist so I can finalize an application.	
4	**1**	**Issue License**		Bureau Staff		
4a	**1**		Issue License	Bureau Staff	I want to Issue the License by updating Workflow which closes the Application Record and generates the license number. The Applicant can print their license or the license would print at a print center on license stock.	
4b	**1**		Print License Online	Applicant	I want to be able to allow the external user to print or re-print their license online.	
12	**1**	**Lookup License Status**				
12a	**1**		Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website and perform searches based on specific criteria: name, license number, city, zip code, and run reports using certain criteria.	
13	**1**	**Batch Upload Scanned Files**				
13a	**1**		Batch Upload Scanned Files	Bureau Staff	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **21**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Peter Stubbs
	703-200-9091
	pstubbs@accela.com
	*******7678

STATE			
	Program Manager	Kevin Rosinski	DTMB-IT
		517-284-5304	
		rosinskik@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		barronj1@michigan.gov	

CONTRACT SUMMARY				
LARA CONSTRUCTION CODE SOFTWARE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$13,388,751.74	$0.00	$13,388,751.74		

DESCRIPTION

Effective February 23, 2017, the parties add the services detailed in the attached Statement of Work related to licensing and regulating Food Vending Machines. DTMB-IT Program Manager is changed from Tim Gadja to Kevin Rosinski. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement approval.

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

Project Title: **MDARD / Accela – Vending Machine Regulation**	**Period of Coverage:** **January 2017 to April 2017**
Requesting Department: **Department of Technology, Management and Budget**	**Date:** **1/31/2017**
DTMB Project Manager: **Rick Stankiewicz**	**Phone:** **517-241-8011**

BACKGROUND:
This Statement of Work (SOW) is governed by the terms of Contract 071B3200042.

ENVIRONMENT:
Accela will provide a version of their software that will be placed into an Accela hosted test environment. When the software is ready for production, it will be deployed into an Accela hosted production environment.

OBJECTIVE:
The objective of this Change is for the vendor to add additional functionality to MDARD application to license and regulate Food Vending Machines.

SCOPE OF WORK, TASKS AND DELIVERABLES:
Contractor will enhance the system to support additional license types for Food Vending Machines, with machine license pricing as delineated below. Accela will perform development and unit testing in their test environment. Once the change passes Accela unit testing, Accela will promote the change to the TEST environment, notify MDARD within 1 business day and MDARD will complete the verification testing and report defects to Accela. MDARD will notify Accela when verification testing is complete, at which time Accela and MDARD will mutually agree to deploy the changes to Production.

Accela Responsibilities:

- Provide technical expertise, consulting or training via phone call or email
- Respond to technical inquiries by phone or email within 4 hours
- Provide technical solutions and configurations as assigned.
- Execute test cases provided by the Agency during unit testing and report results.
- Provide office hours via conference call, as requested.
- Support Agency personnel in building release management process.
- Participate in meetings and JAD sessions with MDARD development team

Agency Responsibilities:

- Provide approval to proceed with specific tasks
- Provide appropriate resources for testing fixes or new functionality.
- Develop the Acceptance Criteria per User Story
- Develop test cases to verify Acceptance Criteria

DELIVERY/ACCEPTANCE CRITERIA:
Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. The following high-level acceptance criteria apply:

Project-Specific Acceptance Criteria / Requirements:

Vending Machine License Record Type

a. Delivery of new functionality to TEST environment ready for agency testing. Accela will complete an internal unit test before moving into the TEST environment for agency testing.
b. Delivery of new functionality to the production environment.
c. Creation of a new Food License Record Type called Food Vending Base (FVB)
d. Implement Primary Vending Base Location, and Secondary Vending Base Locations as needed, with requisite pricing levels based on the Number of banks, broken down into a four-level fee structure.
e. Fee Structure shall follow the levels indicated:
    i. Level 0 – No Banks (Used to identify Secondary Vending Base Locations)
    ii. Level 1 – 1 to 20 banks, Fee: $500.00
    iii. Level 2 – 21 to 50 banks, Fee: $750.00
    iv. Level 3 – 51 to75 banks, Fee: $2,000.00
    v. Level 4 – More than 75 banks, Fee: $3,000.00
f. The Base Fee for the Primary Warehouse on which all Banks are aggregated shall be charged a $148.00 fee.
g. Tested and approved by Agency Project Manager.
h. Accela's scope does not include development of web services

ASSUMPTIONS

- The Accela personnel assigned to these deliverables will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the MDARD configuration and business processes.
- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from "one voice" representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon mutual evaluation of project impact by Accela and the Agency, constitute a Change Request.
- The Agency has discretion to remove Accela personnel from the project

PROJECT CONTROL AND REPORTS:

Contractor will submit weekly progress reports to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain current status, actions taken, progress made, and any risks identified since the previous report. It must also contain how the risks will be mitigated and a list of tasks with their expected finish dates.

PROJECT CONTACTS:

The designated DTMB Project Manager is:

Rick Stankiewicz
Michigan Department of Technology, Management & Budget
Constitution Hall, 525 W. Allegan St. – Lower Level Floor
Lansing, MI 48909
517-241-8011
Stankiewiczr@Michigan.gov

The designated Agency Project Manager is:

Brian B. Houghton

The designated Contractor Project Manager is:

David Madore

LOCATION WHERE THE WORK IS TO BE PERFORMED:
Contractor staff will work at their office location.

EXPECTED WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight hours per day, forty hours per week for State employee project support. Normal working hours of 8:00 am to 5:00 pm (Eastern Standard Time) are to be observed unless otherwise agreed to in writing. No overtime rates will be permitted.

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

PROJECT & PAYMENT SCHEDULE:
Price is firm fixed in four payment milestones. Payment for each milestone will be made only after the State formally accepts that milestone. The cost breakdown is provided below:

	Milestones	Completion Date	Payment
1	Draft reports updates delivered to TEST environment.	March 28, 2017	$5,400
2	Vending Machine updates delivered to TEST environment	April 14, 2017	$9,000
3	Final Version of deliverables 1 and 2 above approved by State and delivered by Accela to Production environment	April 21, 2017	$16,403
4	Completion of a 30 calendar day warranty period regarding Vending Machine Licensing and Fee Functionality	May 21, 2017	$3,422
TOTAL			**$34,225**

WARRANTY:
The warranty period is 30 calendar days. During the warranty period, Accela shall be responsible for fixing severity 1 or 2 defects related to the system configuration (severity level defined in base contract). Any issues with work performed by State or by another vendor will not be considered Accela responsibility.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **20**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Peter Stubbs
	703-200-9091
	pstubbs@accela.com
	*******7678

STATE			
Program Manager	Tim Gajda	DTMB-IT
	517-284-5345	
	gajdat@Michigan.gov	
Contract Administrator	Jarrod Barron	DTMB
	(517) 284-7045	
	barronj1@michigan.gov	

CONTRACT SUMMARY

LARA CONSTRUCTION CODE SOFTWARE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$13,388,751.74	$111,079.13	$13,499,830.87

DESCRIPTION

Effective February 16, 2016, the parties add funding and the State purchases SaaS subscription renewals for the Bureau of Construction Codes per the attached quote. All other terms, conditions, specifications, and pricing not modified herein remain the same.

Accela

2633 Camino Ramon, Suite 500
San Ramon CA 94583

Invoice #	INV-ACC26835
Invoice Date	12/23/2016
Invoice Due Date	01/22/2017
Invoice Currency	USD
Term Start Date	02/27/2017
Term End Date	02/26/2018
Open Air #	
Page	1 of 2

Bill To:
Department of Technology Management and
Budget Procurement Services
DTMB – Licensing and Regulatory Affairs
Lewis Cass Building – 2nd Floor
320 S. Walnut
Lansing MI 48913

Ship To:
Department of Technology Management and
Budget Procurement Services
DTMB – Licensing and Regulatory Affairs
Lewis Cass Building – 2nd Floor
320 S. Walnut
Lansing MI 48913

Contract #071B3200042			
Purchase Order No.	**Customer ID**	**Sales Order**	**Payment Terms**
	2034 State of Michigan - Dept of Licensing and Regulatory Affairs (L	SO-ACC6960	Net 30
Item Number	**Description**	**Quantity**	**Ext. Price**
SR10AAASSAS0001	Accela Automation - Subscription User Renewal	150	$178,200.00
SR10AACASTE0001	Accela Citizen Access - State Dept. Subscription Renewal	1	$150,000.00
SR10AAMOSAS0001	Accela Mobile Add On - Subscription User Renewal Term: 2/27/17 - 2/26/18	110	$64,680.00

Please direct inquiries to:
Accounts Receivable Dept. at (925) 659-3275
Send an email to: accountsreceivable@accela.com

Accela TAX ID: 94-276-7678

Remit To:
Accela Inc.
774375
4375 Solutions Center
Chicago, IL 60677-4003

Wiring Instructions
Wells Fargo Bank
For credit to: Accela Inc.
Account: 412-1765507
ABA: 121000248

Accela

2633 Camino Ramon, Suite 500
San Ramon CA 94583

Invoice #	INV-ACC26835
Invoice Date	12/23/2016
Invoice Due Date	01/22/2017
Invoice Currency	USD
Term Start Date	02/27/2017
Term End Date	02/26/2018
Open Air #	
Page	2 of 2

Subtotal	$392,880.00
Trade Discount	
Tax	$0.00
Total Invoice Amount USD	$392,880.00
Balance Due USD	$392,880.00

Please direct inquiries to:
Accounts Receivable Dept. at (925) 659-3275
Send an email to: accountsreceivable@accela.com

Accela TAX ID: 94-276-7678

Remit To:
Accela Inc.
774375
4375 Solutions Center
Chicago, IL 60677-4003

Wiring Instructions
Wells Fargo Bank
For credit to: Accela Inc.
Account: 412-1765507
ABA: 121000248

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **19**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Peter Stubbs
	703-200-9091
	pstubbs@accela.com
	*******7678

STATE			
Program Manager	Tim Gajda	DTMB-IT
	517-284-5345	
	gajdat@Michigan.gov	
Contract Administrator	Jarrod Barron	DTMB
	(517) 284-7045	
	barronj1@michigan.gov	

CONTRACT SUMMARY			
LARA CONSTRUCTION CODE SOFTWARE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 26, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$13,388,751.74	$0.00	$13,388,751.74		

DESCRIPTION

Effective December 29, 2016, the parties add the attached statement of work for up to 100 hours production (non-development) support for MDARD’s instance at the existing contractual hourly rate of $185/hour. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

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

Project Title: **MDARD / Accela – Enhancements**	**Period of Coverage:** **December 2016 – April 2017**
Requesting Department: **Department of Technology, Management and Budget**	**Date:** **12/7/2016**
DTMB Project Manager: **Rick Stankiewicz**	**Phone:** **517-241-8011**

BACKGROUND:

Statement of work defined in this agreement is for MDARD to obtain up to 100 hours of production support to be available upon request of the State at existing contractual rate of $185/hour, totaling $18,500.00. Hours are to be used for production support only.

OBJECTIVE:

At the State's option, Accela will provide up to 100 hours of technical expertise for production support at the existing contractual rate. Upon a specific request by the State's Project Manager and an approved response and estimate by Accela, hours will be allocated by the Accela Project Manager to the required personnel. To assist in planning, the parties will attempt to forecast the hours needed for upcoming tasks.

Accela Responsibilities:

- Within 2 business days of receiving a written SOM request, provide a brief solution approach, time estimate, and estimated delivery schedule.
- Provide technical expertise, consulting or training via phone call or email.
- Provide technical solutions and configurations as assigned.
- Provide office hours via conference call, as requested.
- Support Agency personnel in building release management process.
- Provide (Jira or alternate) dashboard templates for configuration and release management.
- Provide prompt notification, and seek approval, of any task or assignment that is expected to exceed the original estimate by more than 20%.
- Provide MDARD with updates and forecasts on the hours used on a weekly basis (or more frequent if requested by Agency).
- Provide monthly Deliverable Acceptance Forms for the completed tasks, as defined in the acceptance criteria below.

Agency Responsibilities:

- Provide forecasted workload of upcoming assignments to allow the vendor to adequately assign resources.
- Provide specific written requests with sufficient task detail.
- Provide approval to proceed with specific tasks and to proceed on tasks exceeding 20% of the original estimate.
- Provide details and clarifications for specific tasks to be completed.
- Provide appropriate resources for testing fixes or new functionality.

Acceptance Criteria

On a monthly basis, Accela will provide status reports listing work performed and tasks completed. Accela will invoice, no more frequently than monthly, for services and tasks that have been completed. A SOM DIT-185 will be completed and signed by Accela and the Agency signifying deliverable acceptance.

Assumptions

- The Accela personnel assigned to these deliverables will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the MDARD configuration and business processes.
- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from "one voice" representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon evaluation of project impact by Accela, constitute a Change Request.

PAYMENT

Deliverable	Payment	Invoice Timing
MDARD Post Go-Live Production Support	$185/hour, up to $18,500	Monthly, if performed
Potential Total	**Up to $18,500**	

TRAVEL AND EXPENSES

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

PROJECT CONTACTS

Per the Base Contract.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work may be performed remotely, unless specifically described as being on-site.

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

CONTRACT CHANGE NOTICE

Change Notice Number **18**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Peter Stubbs
	703-200-9091
	pstubbs@accela.com
	*******7678

STATE			
Program Manager	Tim Gajda	DTMB
	517-284-5345	
	gajdat@Michigan.gov	
Contract Administrator	Jarrod Barron	DTMB
	517-284-7045	
	BarronJ1@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: LARA Construction Code Software

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ 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
$13,388,751.74	$ 0.00	$13,388,751.74

DESCRIPTION: Effective November 8, 2016, the parties add the services detailed in the attached Statement of Work related to the MiCaRS interface for the MDARD instance, utilizing $61,425.00 of MDARD’s $350,000.00 contingency fund added in Change Notice 2. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement approval.

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

Project Title: **MDARD / Accela – enhancements**	**Period of Coverage:** **October 2016 to -March 2017**
Requesting Department: **Department of Technology, Management and Budget**	**Date:** **8/25/2016**
DTMB Project Manager: **Rick Stankiewicz**	**Phone:** **517-335-3211**

BACKGROUND:
This SOW replaces and supplements Deliverable 8B from Change Notice 2: Contractor will create this MiCaRS interface instead of the originally anticipated interface to Receipt Processing System (RPS). The cost of this SOW is $61,425, which will be paid using the $25,000 originally slated for Change Notice 2's Deliverable 8B plus an additional $36,425 from MDARD's $350,000 contingency funding.

ENVIRONMENT:
Accela will provide a version of their software that will be placed into an Accela hosted test environment. When the software is ready for production, it will be deployed into an Accela hosted production environment.

OBJECTIVE:
The objective of this Change is for the vendor to add additional functionality to MDARD application to support the business needs of the agency. Contractor's successful completion of this project also depends upon the State and Kunz Leigh & Associates successfully completing their work under Change Notice 6 of Contract 071B4300022, which is currently scheduled to occur 12/1/16 – 12/31/16.

SCOPE OF WORK, TASKS AND DELIVERABLES:
Contractor will enhance the system to support a Michigan Cashiering and Receivable System (MiCaRS) Interface Connection as follows:

- **Cash Receipt Tracking:** Add functionality such that Accela system will create a daily batch that will call MiCaRS web service "GetChecks" to get all outstanding payments that have not been applied to an Accela record.
- **Accrual Receivables Tracking:** Add functionality such that Accela system will maintain mapping of all fee items that are "Receivable" and notify MiCaRS (via a MiCaRS web service) when a new Receivable fee item is invoiced or paid.

Accela will perform development and unit testing in their test environment. Once the change passes Accela unit testing, Accela will promote the change to the TEST environment, notify MDARD within 1 business day and MDARD will complete the verification testing and report defects to Accela. MDARD will notify Accela when verification testing is complete, at which time Accela and MDARD will mutually agree to deploy the changes to Production.

Accela Responsibilities:

- Provide technical expertise, consulting or training via phone call or email
- Respond to technical inquiries by phone or email within 4 hours
- Provide technical solutions and configurations as assigned.

- Execute test cases provided by the Agency during unit testing and report results.
- Provide office hours via conference call, as requested.
- Support Agency personnel in building release management process.
- Participate in meetings and JAD sessions with Kunz Leigh & Associates

Agency Responsibilities:

- Provide approval to proceed with specific tasks
- Provide appropriate resources for testing fixes or new functionality.
- Develop the Acceptance Criteria per User Story
- Develop test cases to verify Acceptance Criteria

DELIVERY/ACCEPTANCE CRITERIA:
Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. The following high-level acceptance criteria apply:

Project-Specific Acceptance Criteria / Requirements:

1. **Cash Receipt Tracking**
   a. Delivery of new functionality to TEST environment ready for agency testing. Accela will complete an internal unit test before moving into the TEST environment for agency testing.
   b. Delivery of new functionality to the production environment.
   c. The MiCaRS "GetChecks" web service will contain inspection number or transaction number AND MiCaRS control number (unique number for payment in MiCaRS).
   d. Scenario Number 1 to test:If the transaction exists in Accela at the time the batch is running, Accela will use the inspection number OR transaction number to identify the record in Accela to apply the payment.
   e. Scenario Number 2 to test: If the payment is for a new transaction that doesn't exist in Accela, in which case the SoM employee gets a paper application that contains the application information and the MiCaRS "Control Number". The employee will key the application data in Accela then makes a payment referencing the MiCaRS control number (this is how it is currently done). If "GetChecks" doesn't return inspection ID or transaction Number then batch skip this payment.
   f. A second daily batch that gets all payments done today with a MiCaRS reference number and update MiCaRS using web service "Add Reference Data" to link the new payment to MiCaRS.
   g. Tested and approved by Agency Project Manager.
   h. Accela's scope does not include development of web services. Accela will develop the code needed to consume the information provided by the MiCaRS web service.

2. **Accrual Receivables Tracking**
   a. Delivery of new functionality to TEST environment ready for agency testing. Accela will complete an internal unit test before moving into the TEST environment for agency testing.
   b. Delivery of new functionality to production environment
   c. Create a daily batch that gets all fees invoiced today and check each item if receivable then call MiCaRS.
   d. Create a second daily batch that runs after the first batch and gets all payments that came through CEPAS to check all fee items for receivable items. If exist, Accela will call the associated MiCaRS web service to notify MiCaRS that it has been paid.
   e. When pushing receivable data to MiCaRS via the MiCaRS web service, Accela will establish a customer and mailing address, which will be used to send delinquency letters. This will depend on the type of record and the data of the record. For example, a food license with "Sole Proprietor" as the owner will need to send the contact information of the "Sole Proprietor" contact type.
   f. Tested and approved by Agency Project Manager.
   g. Accela's scope does not include development of web services. Accela will develop the code needed to consume the information provided by the MiCaRS web service and push information provided to MiCaRS.

ASSUMPTIONS

The project will require collaboration between Accela and Kunz Leigh & Associates (KL&A). The DTMB Project Manager will be responsible for coordinating between KL&A and Accela.

- Accela will participate in up to up to 30hrs of JAD sessions run by KL&A any time required above the 30hours may result in additional cost to the agency.
- Accela and KL&A will work together to perform a full system test of the new functionality
- Accela team members will be fluent in English
- All inquiries from Kunz, Leigh & Associates to Accela will be responded to in email or phone within 2 business days
- The Accela personnel assigned to these deliverables will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the MDARD configuration and business processes.
- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from "one voice" representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon mutual evaluation of project impact by Accela and the Agency, constitute a Change Request.
- The Accela personnel are fluent in English
- The Agency has discretion to remove Accela personnel from the project

PROJECT CONTROL AND REPORTS:

Contractor will submit weekly progress reports to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain current status, actions taken, progress made, and any risks identified since the previous report. It must also contain how the risks will be mitigated and a list of tasks with their expected finish dates.

PROJECT CONTACTS:

The designated DTMB Project Manager is:

Rick Stankiewicz
Michigan Department of Technology, Management & Budget
Constitution Hall, 525 W. Allegan St. – Lower Level Floor
Lansing, MI 48909
517-241-8011
Stankiewiczr@Michigan.gov

The designated Agency Project Manager is:

Thomas Benner

The designated Contractor Project Manager is:

David Madore

LOCATION WHERE THE WORK IS TO BE PERFORMED:

Contractor staff will work at their office location.

EXPECTED WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight hours per day, forty hours per week for State employee project support. Normal working hours of 8:00 am to 5:00 pm (Eastern Standard Time) are to be observed unless otherwise agreed to in writing. No overtime rates will be permitted.

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

PROJECT & PAYMENT SCHEDULE:
Price is firm fixed in three payment milestones. Payment for each milestone will be made only after the State formally accepts that milestone. The cost and effort breakdown are provided in the table below. This is a tentative schedule where Accela is dependent on the completion of work by KL&A. Price will remain firm even if schedule must be amended due to any delay related to the KL&A work.

	Milestone	Completion Date	Earliest Start Date	Latest Finish Date	Payment
1	Successfully system tested version delivered to TEST environment by Accela for State verification testing	40 business days after MiCaRS web services are made available by Kunz Leigh & Associates	12/1/16	3/1/17	$28,650
2	Final Version approved by State and delivered by Accela to Production environment	10 business days after completion of deliverable 1. 5 days state testing 3 days defect correction and retesting 2 days final move to Production and regression test.	12/15/16	3/14/17	$22,775
3	Completion of a 90 calendar day warranty period regarding Cash Receipt Tracking/ Receivables Tracking Functionality	30 calendar days from date the product goes into the production environment.	4/15/17	7/15/17	$10,000
TOTAL					**$61,425**

WARRANTY:
The warranty period is 90 calendar days. During the warranty period, the Accela shall be responsible for fixing severity 1 or 2 defects related ONLY to the system configuration performed by Accela. Any issues with work performed by State or by another vendor will not be considered Accela responsibility. If it is determined that a reported Warranty issue is not a Severity 1 or 2 Defect or otherwise was caused by changes implemented by the State, Accela will be compensated for its time. In addition, the State may request other non-Warranty support from Accela on an hourly basis. Non-Warranty support hours will be billed monthly by Accela at the $185/hour contractual rate.

Commencement of the tasks laid out in this change notice will not start until the change notice has been fully executed by both Accela and State of Michigan procurement. Upon receiving a fully executed change notice Accela will start work on the tasks listed in this agreement and will complete each item within the projected timeline above. Accela will participate in all Agency requested MiCaRS JAD sessions to identify requirements for integrating with the MiCaRS web service.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **17**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Peter Stubbs
	925-659-3247
	pstubbs@accela.com#mailto:pstubbs@accela.com#
	*******7678

STATE			
	Program Manager	Tim Gajda	DTMB
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: LARA Construction Code Software			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Direct Voucher (DV)	☐ 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		
$11,774,259.74	$ 1,614,492.00	$13,388,751.74		

DESCRIPTION: Effective November 7, 2016, the parties add funding for software licensing and the services in the attached statement of work for Release 1 of the Bureau of Professional Licensing modernization project (licensing and regulation of the Nursing profession). The $1,614,492 total cost ($414,492 for software licensing at existing contract rates and $1,200,000 for implementation services) is to be added utilizing a portion of the $4,900,000 funds approved for LARA by the State Administrative Board on April 19, 2016. All other terms, conditions, specifications, and pricing not modified herein remain the same.

SOFTWARE SUBSCRIPTIONS
FOR
BUREAU OF PROFESSIONAL LICENSING

Product	Quantity	Net Price
Accela Citizen Access State Dept. Annual Subscription Due on September 30, 2016 according to Payment Terms in the contract	1	$135,000.00
Accela Automation Annual Subscription User: Subscription Delivered on February 8th, 2017 according to the Payment Terms in the contract	400	$249,504.00
Accela Mobile Add On Annual Subscription User: Subscription Delivered on February 8th, 2017 and payment due according to the Payment Terms in the contract	51	$29,988.00
	TOTAL	$414,492.00

Per the existing contract terms, the State may renew these items at these prices until February 25, 2018; thereafter, renewal pricing may increase no more than 3% per year.

Statement of Work

State of Michigan

Department of Licensing and Regulatory Affairs

Licensing Modernization Project – Release 1: Nursing

10/20/2016

Version 7.09

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

TABLE OF CONTENTS

INTRODUCTION

This Statement of Work ("SOW") sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela ("Accela") to State of Michigan Department of Licensing and Regulatory Affairs ("Agency" or "LARA").

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6, 9, 11 and 12 ("Base Contract") remain in effect unless modified by this SOW. Note: All Contract Change Notices not listed above do not apply to the LARA agency.

The Michigan Department of Licensing and Regulatory Affairs (LARA) desires to replace and modernize its legacy licensing and regulatory systems (the Modernization Project) which will be used primarily by three bureaus. The bureaus are the Bureau of Professional Licensing (BPL), the Bureau of Community and Health Systems (BCHS) and Corporations, Securities and Commercial Licensing (CSCL). LARA regulates approximately 40 professions and facility areas (e.g., Nursing, Real Estate, Cosmetology, etc.), for which it issues approximately 215 total license types. The ultimate goal of the Modernization Project is to house all license types and associated regulatory functions on a single instance of the Accela Civic Platform. The parties plan to approach the Modernization Project by building the system iteratively through a series of profession-specific Agile Scrum-based statements of work (SOW's).

This change notice defines the approach for delivery of the Nursing program scope through a series of releases using an Agile Scrum framework.

SCOPE OF SERVICES

The sections that follow define the scope and delivery approach for this SOW, providing a detailed description of each item listed below.

- Scope of Work
- Implementation Approach and Release Plan
- Management and Governance
- Team Roles and Responsibilities
- Delivery Approach
- Deliverables and Payment Schedule
- Notice to Proceed for Release
- Warranty
- Other General Provisions

SCOPE OF WORK

The Nursing project scope includes implementation of the license types listed below, covering application, issuance, relicensure, amendments, renewal, inspection, compliance, allegations, enforcement cases, and reinstatement.

- Licensed Practical Nurse
- Registered Nurse
- Registered Nurse – Temporary/Provisional
- Nurse Anesthetist
- Nurse Midwife
- Nurse Practitioner

- Nurse's Aide Trainer

Accela will deliver the functionality that Accela and the State worked collaboratively to document. The scope of the Licensing Modernization – Release 1 Nursing Project is represented by the user stories related to the license types and associated processes listed above and as documented in Attachment A and this Statement of Work.

During the Foundation Analysis (Sprint 0), the product backlog will be updated to include the implementation activities that are required to implement the project scope (which include the Solution Foundation, configuration, automation, workflows, scripts, interfaces, reports, and data conversion) which will become the detailed project scope.

The Solution Architecture documented below provides the project team with overall project sizing parameters to work within when elaborating the initial product backlog during Sprint 0. The assumptions made are based on a goal of leveraging standards and reuse while applying a moderate level of configuration and automation. Following Sprint 0, when the baseline product backlog is defined, the sizing assumptions in this initial section will no longer apply.

The State will assign subject matter experts, developers and report writers to this project with the intention that these personnel will gain knowledge to support and maintain the system upon completion. The State staff may also be assigned tasks during the development of this system to enhance their learning experience.

In conjunction with Attachment A, the information below defines Accela's envisioned architecture for the Nursing solution within the Accela Civic Platform. The envisioned architecture applies standards and reuse across the Nursing license types. This approach enables a uniform user experience and increases the amount of reusable configuration items, thereby reducing project risk and increasing maintainability of the solution.

Accela will design and configure the nursing licenses in a standard and reusable format.

Initial Accela Civic Platform Solution Architecture

The Solution Architecture will be clarified and detailed during Sprint 0 and further elaborated throughout the system development.

Workflow

- Solution provides back office interface for data entry of paper submissions (Accela Automation).
- Solution provides on-line customer interface for the applicant to enter information in via the web (Accela Citizen Access).
- Each application within the citizen access portal contains up to 4 pages (4 input pages and the confirmation page).
- The solution will leverage the License Applications, Licenses, and Renewals Best Practice Template configurations as a basis for the Build phase. Back office workflows are standardized across license types, with allowance for up to 2 additional tasks per workflow for license-specific activities.
- For Enforcement workflow, the solution will leverage the Enforcement Best Practice Template, as provided in Attachment E, as a starting point for the enforcement workflow design. Minor changes to the Template are anticipated.
- The back office Intake Form configurations are uniform across license types.
- No scripted validation on submission of Intake Forms in the back office.
- Solution provides for one fee assessment script per application, which is the also utilized as the citizen portal script.
- Solution provides verification of application background information through the use of approval conditions.
- For each of the licenses, solution includes workflow to manage:
    - Compliance
    - Re-licensure
    - Allegations
    - Enforcement

- Suspended/Revoked Reinstatement License/Limitations

Business Rule Automation

- Assumes each license type will need license-specific automation on the Citizen Access application pages, including: 1 in-page dynamic validation of user inputs (Expression Builder) and 1 automatic validation of user inputs which blocks progress (page flow script)
- Up to 20 Validation Scripts to be used across all license types
- Up to 8 Fee Automation scripts across all license types
- Up to 2 automated Record Creation (per license type). Currently two automated record creation processes are identified, for the Registered Nurse and Licensed Practical Nurse license types.
- Up to 4 Renewal record types across all license types. Currently two (2) renewals identified are for Registered Nurse and Licensed Practical Nurse license types.
- Up to 4 Amendment record types across all license types
- Up to 8 ACA Page Flow Automation across all license types
- Up to 8 ACA Page Flow Validation across all license types
- Up to 2 Batch Jobs - Licensing across all license types, excluding interface-related jobs
- Up to 10 Expression Builder – Validation across all license types
- Up to 10 Expression Builder – Automation across all license types

Reports

- Accela Delivery will provide up to 14 (4 high and 10 medium complexity) reports (a report is any output of data from the system such as letters, queries, data exports). Refer to Attachment C for the list of reports classified by complexity, whether the report will be built using the Accela Ad-Hoc tool or Crystal Reports, and the definitions of High, Medium, and Low complexity.

Data Conversion

- Conversion from a single legacy data source (License 2000 and MyLicense) is included. Source data is coming from two different schemas. The State will map, transform, and load this data into a combined (single) dataset and provided to the Accela team in the agreed upon staging schema format for each test run.
- Accela will complete 3 runs of the full data conversion (two Draft and one Production). Partial test runs may be scheduled during sprints as per decisions made during Sprint Planning.
- Accela will provide the appropriate data capture templates (i.e., staging schema format) to the State.
- The State will be responsible for data cleansing and data transformation prior to loading data into the data capture templates (staging area).
- Accela will be responsible for the accuracy of the data using the schema format/data collection template as the source in comparison to the data destination within the Accela Civic Platform.
- In order to link converted records to the historical EDMS documents, the conversion dataset must contain the necessary pointers to the historical EDMS documents (License ID and File Path). Accela's scope does not include a separate conversion of historical documents from the Agency's EDMS or performing data enrichment to establish links to historical documents if the links are not available in the conversion dataset.

Interfaces

It is expected all interfaces will use Accela's GovXML, web services or the Accela Automation Batch Framework. No custom or third party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology available within the base product.

Interfaces to be developed:

1) On-line payment process (interface to CEPAS)
2) Michigan Workforce Background Check (MWBC)
3) External Web Service to Lookup License Status
4) 3rd Party Electronic Document Management System

General Assumptions:

- Based on design requirements, Accela and Agency will collaborate to provide VPN tunnels as needed for production and testing environments.
- For all interfaces that require standalone deployments, the interfaces will be hosted on the Agency network. The Agency will be responsible for the infrastructure required for hosting, for all environments. Refer to the Conceptual Architecture diagram provided as Attachment F for interfaces requiring State-hosted adapters.
- For interfaces with 3rd party products, the interface will be developed against a single agreed-upon version of the 3rd party product.
- Agency and Accela will jointly develop specifications for required interfaces to legacy State and external systems. Agency will certify all interfaces through handshake tests scheduled during Build Sprints prior to the start of the final release hardening sprint. Agency staff will assist the Accela team to develop the legacy portion of the interface, create test data, perform tests on each interface, and approve the final version for moving into production. Other Agency interface responsibilities include:
    - Data transformation, as necessary, to meet the requirements defined in the interface specification.
    - Stabilization of the target legacy interface applications.
    - Coordinating development of any external interfaces per the agreed project schedule.
    - Developing/maintaining a test environment for target legacy interface applications.
    - Taking corrective action based on test results for legacy environment within two business days where possible.
- The purpose of all interfaces will be strictly limited to an exchange of data.
- Agency or any concerned participating agency will be responsible for making the necessary modifications to the Agency or third party systems to make an interface available to Accela.
- For all interfaces that are based on data file extracts, Accela has assumed one data file type per source system i.e. the agency that provides the data for that source system would have consolidated all necessary data into one file, in a mutually agreed upon format.
- For real time integration, Agency will provide test systems/environment with appropriate level of access for the Accela team to enable development and testing of such interfaces.

Assumptions for Interface 1: On-line payment process (interface to CEPAS)

- Accela will re-use previously accepted interface requirements, design, configurations, and/or source code already in place for LARA BCC.
- If the Accela Civic Platform has been enhanced to provide the ability to accept electronic checks prior to Sprint 3, Accela will update the interface to include this capability. If the electronic check/ACH feature is not available prior to Sprint 3, the feature, though still a system requirement, will be out of scope for this Release.
- No changes in functionality or appearance, other than configurable agency-related data elements, environment-specific configurations, and configurable branding/labels.

Assumptions for Interface 2: Michigan Workforce Background Check (MWBC)

- Depending on requirements to be determined during Sprint 0, Accela will create real-time and/or batch interface with MWBC.
- Up to two real-time web service calls will be initiated from the Civic Platform: Includes up two real-time web service calls (getApplicantInfo, setTCN)
- Up to two daily batch processes to process incoming files will be created: (ContractorTCN and New Applicants File)

Assumptions for Interface 3: External Web Service to Lookup License Status

- Accela will provide an interface to provide real-time license status lookup for external systems to perform a real time lookup of the status of a License Record. (i.e. Check to see if a Registered Nursing License is active.)
- The web service will require requestor to pass specific parameter(s) needed to uniquely identify a record and return results (such as a unique License Number). No complex business rules (such as fuzzy logic) to match a request to a license record will be implemented.

Assumptions for Interface 4: 3rd Party Electronic Document Management System

- Accela will provide an integration to an Electronic Document Management System (EDMS) to/from Accela Civic Platform.

- The EDMS to be integrated will be either HP Records Manager (Trim) or Filenet using Accela's EDMS adaptor. Proven interfaces include: Sire, Filenet, Sharepoint, DocFinity, Disc Image. These systems are known to have an open API and work with Accela's EDMS Adaptor.
- Assumes use of the existing base product capabilities for EDMS interface adaptor available in the current release. Relies on 3rd party system storing and passing appropriate Accela identifiers/metatdata to link to the associated Accela records.
- Scope does not include a separate conversion of historical document attributes from the EDMS or other automated process for establishing links to historical documents beyond what is covered in the Data Conversion scope.
- Accela will not provide integration to facilitate batch scanning. Scanning of documents in batch mode must occur outside of the Civic Platform. A 3rd party tool that provides batch scanning capability may integrate with the Civic Platform by using APIs published by Accela, but assistance or development of this integration is not in scope.

Excluded Interfaces
- MiLogin (SSO)
- C3
- CHAMPS
- NURSYS
- Pearson VUE for Examination Score Upload

Training
- Training Class – Core Team Training (2.5 Days)
- Knowledge Transfer – Up to 8 hours per sprint

IMPLEMENTATION APPROACH AND RELEASE PLAN

The team will adhere to an Agile Scrum framework tailored for the State of Michigan and the Accela Civic Platform. The methodology we use is similar to the one the State has published on the site Department of Technology, Management, and Budget - State Unified Informational Technology Environment (DTMB-SUITE) website (http://www.michigan.gov/suite). The methodology is an adaptation of Agile methods to work within this project's unique constraints of fixed price and fixed scope, a low risk tolerance, geographically distributed development teams, and implementation of a COTS product.

Upon project initiation Accela will provision three environments (conventionally identified as SUPP, TEST and PROD) of the Accela Civic Platform. At periodic intervals, typically prior to deliverable pay points, the current incremental configuration of the working system will be promoted to the PROD environment. The State may invite internal and external users to experience the working product in this "model office" PROD environment. Feedback will be provided to the development team that may be considered during future sprints.

The Agile framework for this project defines a series of 4 types of sprints:

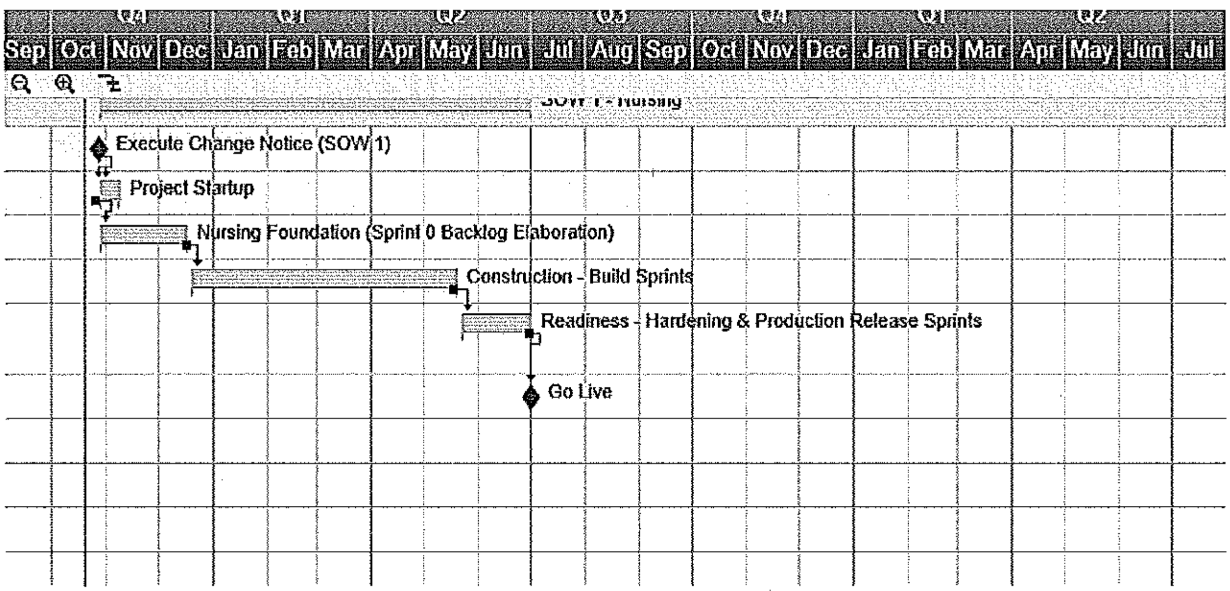
1) **Foundation Analysis Sprint (Sprint Zero)**—Upon project start, the team will begin with a Sprint Zero to further elaborate the Release 1 product backlog (defined in Attachment A) with focus on elaborating the Sprint 1 backlog items to a "ready for building" level of detail.
2) **Construction (Build) Sprints** – Following Sprint Zero, construction begins through a series of time-boxed build Sprints. The team uses the outputs from the Sprint Zero to inform the solution architecture, configure the solution foundation, and develop the technical components. Working software is delivered during the sprints, with conversions, interfaces and reports developed concurrently. Sprints are time-boxed in order to maintain the integrity of the delivery timeline. Within a sprint, development proceeds according to the established priorities. The product developed in each sprint is reviewed and validated by the Product Owner with support from Agency SMEs, often through a walk through, facilitated by the developer, of each use case in the system.

3) **Readiness (Production Release) Sprints** – Completion of the planned sprints is entry criteria for Production Release sprint(s), during which the team completes final end-to-end and regression tests, performs the final data conversions, and promotes the software to production.
4) **Warranty Period 90 days** – Following production go-live, Accela will provide a ninety (90) day post-production warranty period.

The release plan provides for go-live within 9 months and is broken down as follows:

- 2 week Project Startup phase for plan elaboration, project kick-off meeting and core team training.
- 4 week Sprint 0 (Foundation Phase) for backlog elaboration
- 6 month Construction phase to include 10 build sprints
- 1 month Readiness phase for final testing and production release
- 90 Day Warranty Period

The graphic below depicts an overview of the release schedule. A detailed work breakdown structure and schedule is provided in Attachment B.



MANAGEMENT AND GOVERNANCE

This section defines the project management practices, governance bodies, and associated processes. The sections that follow describe these elements in detail.

- Status Reporting
- Issue, Risk, and Action Item Management
- Project Schedule
- Definition of Done and Deliverable Acceptance
- Change Control
- Project Tools
- Project Governance Framework

Status Reporting

The Accela Scrum Master/Project Manager will provide a written weekly status report to the Agency Project Manager and

Product Owner. The Accela Scrum Master/Project Manager will publish the weekly status using an online collaboration tool (refer to Project Tools section for tool information).

The weekly report will include the percentage of completion for each Product Backlog Item (User Story), the pass rate for the Story Tests, key Project delivery milestone status, estimated completion date for each milestone, as well as other information relevant for the delivery of the project as may be agreed upon between the parties' Product Owner and Scrum Master.

This online collaboration tool will be also used to track risks, action items, and issue escalations between the Accela Scrum Master, the Agency Project Manager, and LARA Product Owner.

The project management team will meet weekly to discuss the status and review the report using the online tool.

Issue, Risk, and Action Item Management

Accela will use an online collaboration tool to document project issues, action items, and risks. The project management team will review these items during the weekly management calls to assign owners, drive to due dates, and escalate to the appropriate individuals or governance body where required. The Accela Project Manager/Scrum Master will identify issues blocking team progress and impacting team velocity. If blocking issues are not resolved within 1 business day, the Accela PM/SM will escalate to the Accela Director and the Agency oversight team for resolution.

Project Schedule

The Nursing release will be delivered following the Agile methodology and is currently estimated to span a 9-month duration. Attachment B provides the detailed schedule.

Definition of Done and Deliverable Acceptance

Meeting quality assurance standards during each sprint is the responsibility of the Scrum team. Quality assurance standards are defined in the Definition of Done for a Sprint and a Release. Confirmation of the Definition of Done for the Sprint Backlog constitutes the Acceptance Criteria for a Sprint deliverable, as follows.

- Team member completes the Project Backlog Item (PBI) work
- Associated configurations and code is deployed to the development environment against current version in source control, where applicable
- Item has passed unit test the task/item
- Item has been peer reviewed to confirm meeting development standards
- Backlog Item test cases (based on the Acceptance Criteria defined for the PBI) written and tests passed. Testers must complete testing for each PBI within the timeframe defined by the team during Sprint Planning for the sprint.
- Regression test cases updated, as appropriate
- Item is deployed to test environment and passed at least 80% of system/regression tests (regression tests as documented in acceptance criteria for previously completed PBIs). Testers must complete regression testing for the PBIs in the sprint within the timeframe defined by the team during Sprint Planning.
- No Severity 1, 2 or 3 defects remain for the PBI. The Product Owner may temporarily allow Severity 3 defects during the Sprint Acceptance, evaluated on a case-by-case basis.
- Configuration and script register updated
- Product Owner has reviewed and moved to "done"
- Remaining hours for item/task set to zero and task closed in JIRA
- Organizational Readiness activities identified and assigned.

For a Release, deliverable acceptance conditioned upon meeting the following Definition of Done:

- Sprints planned for the release are complete
- The Product Backlog Items scheduled for the release are complete

- Code is deployed to the Production environment
- Severity 1, 2, and 3 Defects identified during the build sprints are resolved
- Code ownership is transitioned to the steady-state operations team

Definition of Defect, Defect Severities

A Defect is defined as a deviation from the established acceptance criteria for a PBI. The table below elaborates the severity levels for Defects and shall be assigned by the LARA Product Owner.

Severity Level	Description
1	This is a "must fix" problem, a "showstopper." The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem does not have a workaround that is reasonably acceptable to the corresponding end-users.
2	This is a problem that is causing significant loss of feature functionality but the system can recover from the problem and it does not cause total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.
3	This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable, but causing significant efficiency loss. Problem is cosmetic, but public facing and deemed go-live critical.
4	This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available with minor efficiency loss. Minor issues, misspellings, cosmetic changes, etc.

Change Control

Sprint 0 will establish the user stories and baseline backlog items that will be assigned to Accela. During Sprint 0, the initial product backlog will be estimated using story points for purposes of understanding the relative effort to develop each item. The parties recognize that there will be change throughout this project. Change is defined as any of the following:

- **New Product Backlog Items** – The addition of a new Epic, User Story, or Product Backlog Item (PBI), that is not traceable to, and required by, an existing Product Backlog item is a project change. The Product Owner must approve the addition of a new PBI. The Scrum Team will estimate the new PBI and assign Story Points. Attachment A defines the baseline Product Backlog for the Release.
- **Change to Existing PBI** – Change to an existing PBI that impact the level of effort to complete it (estimate and story points) is considered a project change and is documented by the Product Owner adding a new PBI to define the change. For example a change to the Acceptance Criteria or a specification that impacts the complexity constitutes scope change. Changes impacting PBIs/user stories completed in a previous sprint may require additional rework. If rework is required, the rework changes will be added to the Product Backlog as a new PBI/user story.
- **Change to Definition of Done** – Changes to the Definition of Done for a Sprint or Release may impact the level of effort for completing PBIs and delivering a release, impacting overall delivery velocity. Accela will assess proposed changes to the Definition of Done and document the impacts in a Change Notice (e.g., change impacts schedule, scope, or costs).
- **Change in Projected Team Velocity** – The velocity of the team is dependent on all team members fulfilling their assigned tasks or actions within the timeframes agreed during Sprint Planning. The team will monitor projected velocity against actual velocity. If actual velocity falls below the projected velocity, the team will assess the root cause of this velocity impact. If the root cause is attributed to Accela team member performance or management issues, the project change and associated impact will be bome by Accela. If the velocity impact is attributed to

Agency team member performance or management issues (such as delays in decisions or issue escalation/resolution), the project change/impact will be borne by the Agency. In either case, the Product Owner will document the change and impact with support from the Scrum Master. For velocity changes attributed to the Agency that impact the overall project costs or overall release timeline, Agency will process a Change Notice adjusting the deliverables/payment amounts to incorporate the additional cost.

- **Exceedence of Sizing Factor Limits** – Sizing factor limits define the maximum product backlog size and allowances for a predefined set of configuration items within a Release. These sizing factors are provided in the Scope section above as well as Attachment A. Examples of sizing factors include the baseline allowance of Story Points for the release, number/complexity of reports, number of event scripts, and number and complexity criteria for legacy data source conversions.
- **Non-Productive Time** – Accela's fixed price for this SOW is based on the assumption that the Accela team will have complete, timely, and accurate information and other deliverables and dependencies from the Agency team, enabling the team to be productive during working hours throughout the course of the project. Issues impacting Accela team members' productive time will be escalated to Change Control Board (CCB) and a mutually agreed resolution must be in place within twenty-four (24) hours of the initial escalation, if possible.

No changes shall be made to Sprint Backlog (user stories/PBIs) during the current Sprint, for either PBIs/user stories already delivered but not yet accepted and PBIs/user stories accepted.

The Product Owner can address Standard Changes (see below for process) within the Agile framework without impact to the overall project (with agreement from the Scrum Master and Scrum Team) by re-prioritization of the Product Backlog. For example, if a new "must-have" user story is identified during Sprint 2, the Product Owner can schedule the new user story for Sprint 3 as long as a user story of equivalent size (hours, story points, and sizing factors) is removed from the Product Backlog.

Changes to the backlog that increase the overall project scope, level of effort, or timelines for the Release, that are not offset by compensating reductions, must be approved following the Extraordinary Change Request process set forth below.

Standard Change Request Process – Standard changes are items that can be addressed through reprioritization of the Product Backlog without impacting the overall scope, delivery timeline, or costs. The decision makers required for standard changes include the Accela Scrum Master and LARA Product Owner and Agency Project Manager.

- For each change where Accela and LARA agree to define as a new PBI/user story, the LARA Product Owner completes the definition of the story.
- The Accela team will analyze the change during the next scheduled Sprint Planning session to estimate and size (hours and story points) the new PBI and check against available sizing factor allowances. If the change applies to an already implemented PBI/story then any rework or impacts to other stories required will be added as another PBI/story.
- The LARA Product Owner must attend this analysis session.
- The LARA Product Owner must make the decision concerning the change. There are two possible options:
    - Accept the change into the Product Backlog and decide which PBI/story (or stories) are to be removed in order to offset the added size (hours, points, sizing factors) or
    - Reject the change.
- Finally, the LARA Product Owner will prioritize the new PBI/story (if added) against the Product Backlog.

Extraordinary Change Request Process – If a change will exceed the baseline product backlog size (as defined by story points and sizing factors) or otherwise impact the planned number of sprints and Release date set for the project, then the LARA Product Owner will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change.
- The Accela Scrum Master will work with the team to perform an assessment/review to determine the full impact on the project, including cost and timeline impacts if applicable.
- Escalate this assessment to the Change Control Board (CCB). The LARA Executive Steering Committee performs the CCB role.

The Extraordinary Change Process will conform to the Change Control Process as defined in the base contract which will require a contract change amendment.

Project Management Tools

The project team will use the following tools

- SharePoint – Accela will establish a SharePoint site for storing project documents.
- JIRA – Accela will establish a JIRA instance for the project team to use as its virtual Scrum Board. Accela will load the product backlog into JIRA and the team will use the tool during Build Sprints to organize and track work. The Scrum Master will use this tool to monitor project metrics such as Burndown and Velocity.
- Smartsheet – Accela will provide a access to an online collaboration tool called Smartsheet where the project management team will document status reports, project schedule, and the project's risk/issue/action item log.

Project Governance Framework

Project Governance occurs at multiple levels with the goal of maximizing business value and mitigating risks for the project.

- **Project Level** – Project level governance is performed by the project management team consisting on the Accela Scrum Master, LARA Product Owner, and Agency Project Manager. This team is empowered to make day-to-day decisions within the constraints of the project SOW. This team meets weekly to review project status, identify and mitigate risks, resolve issues, and monitor action items. This team is responsible for escalating issues to the Program Level governance team where unable to reach resolution or other wise avoid impacting the project scope, timeline, resources, or costs.
- **Program Level** – Program level governance is performed by the Accela Services Director, LARA BPL Program Director, and DTMB Program Manager. This team meets on a bi-weekly basis and handles issue escalations, supports risk mitigations, and makes decisions. This group is responsible for rapidly addressing blocking issues escalated from the Project Team.
- **Agency Level** – Agency level governance is performed by the LARA Executive Steering Committee. This team meets on a monthly basis and its membership includes the Program Level team plus the Accela Services Vice President, LARA Director, LARA Deputy Director, DTMB Contract Compliance Manager, DTMB Agency Relationship Manager.

TEAM ROLES AND RESPONSIBILITIES

A joint team comprised of Accela and State of Michigan resources will deliver this SOW. Team size and composition may vary based on the Release scope and activities underway during a given sprint. Due to the fixed price nature of this SOW, it is the responsibility of Accela to deliver all required scope on specified date and as a result Accela will assign the required resources to the team, which may change during the course of a Release in response to project demands. LARA will provide the necessary personnel to perform its responsibilities in support of the joint team.

General Accela Responsibilities

- **Development and Unit Test** - Perform software configuration and development for the PBIs assigned to Accela staff in a given build sprint.
- **Defect Correction** - Resolve Severity 1 and 2 defects (related to PBIs assigned to Accela staff) discovered during sprint testing within the sprint within 2 days, or according to an alternate timeline mutually agreed with LARA Product Owner. Resolve Severity 3 defects within the sprint, per direction of the Product Owner. Resolve all Accela-owned Severity 3 defects prior to Release. Severity 4 defects are treated as new PBIs and prioritized by the Product Owner according to the Change Control process defined above.
- **Backlog Grooming Support** - Support the LARA Product Owner in backlog grooming activities by providing consultative support for defining Accela solution approaches, for up to 6 hours of backlog grooming working sessions per sprint. Any additional backlog grooming tasks assigned to Accela resources (outside the allocated 6 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.
- **Knowledge Transfer** - Enable Accela product knowledge transfer to LARA resources to support delivery of tasks assigned to LARA resources and enable ramp up of the LARA team skillset. This will be accomplished through up to 8 hours per sprint of open office hours or knowledge transfer work sessions targeted towards completing specific backlog tasks scheduled within the current sprint. The 8 hours for Knowledge Transfer will be allocated and defined for each sprint during Sprint Planning. Any additional knowledge transfer tasks assigned to Accela resources (outside the allocated 8 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.
- **Data Conversion** – Support LARA data cleansing, mapping, and loading into the staging schema for a maximum of 4 hours per sprint. Accela will perform the test and production conversion runs from the staging schema into the Accela schema, as defined in Attachment A.
- **Scrum Master, Project Management, Project Oversight** – Accela will assign a Scrum Master to the project to facilitate the Scrum processes such as release and sprint planning, sprint reviews and retrospectives, and daily Scrum meetings. In addition, the Accela Scrum Master will perform general project management tasks to monitor Accela resources' work, assignment of tasks, and other project management disciplines. Accela will also assign a Director to provide oversight and act as the initial escalation point beyond the day-to-day project team.

General Agency Responsibilities

- **Development and Unit Test** - Perform software configuration and development for the PBIs, if any, assigned to Agency staff in a given build sprint. Even though Accela is responsible for delivering all the requirements of this SOW, Agency personnel may be assigned, at the Agency's option, some tasks to enhance learning opportunities.
- **Defect Correction** - Resolve Severity 1 and 2 defects (related to PBIs assigned to Agency staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with LARA Product Owner. Resolve Severity 3 defects within the sprint, per direction of the Product Owner. Resolve all State-owned Severity 3 defects prior to Release.
- **Backlog Grooming** – The Product Owner will lead continuous backlog grooming and is responsible for delivering a sprint backlog that meets the Definition of Ready prior to the sprint planning meeting. Agency program area personnel and subject matter experts will perform backlog grooming activities as directed by the Product Owner.
- **Testing** – Agency resources will perform testing per the timeframes defined during Sprint Planning, this includes development and execution of regression test cases that incorporate PBI Acceptance Criteria as well as confirm adherence to the Definition of Done.
- **Data Conversion** – Perform data quality assessment, cleansing, and enrichment for legacy data sources. Complete the data mapping to the target/staging schema format. Transform and load data to the staging schema for test and production runs.

- **Provide Space and Supplies** – Agency will make available team workspace for all sprint cycles and daily Scrum meetings.

Specific Team Roles

LARA Product Owner – This is a State Agency business lead with the following responsibilities:

- Initial development and prioritization of the product backlog during Sprint 0
- On-going revision and re-prioritization of the product backlog (grooming)
- Identification of the prioritized sprint backlog prior to Sprint Planning
- Adherence to the "Definition of Ready" for the targeted sprint backlog before the Sprint Planning meeting
- Participation on behalf of LARA in scrum planning and review meetings
- Direct Agency testers to confirm completion of sprint backlog items
- Move completed items to "Done" on the scrum board before the Sprint Review
- Review and sign-off on all project deliverables

LARA SME / Tester

- Primary Agency person supporting the Product Owner in creating/updating the story/task details in the Product Backlog
- Provides detailed answers for business questions posed by scrum team members
- Documents and executes the test cases
- Attends scrum meetings and is a member of the scrum team

LARA Data Owner

- Subject matter expert for legacy data set targeted for conversion into Accela
- Responsible for identification and cleansing/enrichment of data issues at source
- Responsible for data mapping, transformation, and loading to the interim schema format
- Responsible for data conversion testing

DTMB/Agency Project Manager

- Provides DTMB project and budgetary oversight and status
- Provides State backup for Accela software Scrum Master
- Attends scrum meetings and holds the Daily Scrum standup meeting

Agency Business Analyst

- Contributes to backlog grooming activities per direction of Product Owner
- Provides detailed answers for business questions posed by team members
- Attends scrum meetings and is a member of the scrum team

Agency Automation Script Developer

- Provides junior level coding of selected automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team
- May be assigned tasks, at the Agency's option, to enhance educational opportunities or to work on items that are out of scope for Accela.

Agency Report Developer

- Provides junior level coding of selected report tasks within a given software sprint
- Attends scrum meetings and is a member of the scrum team
- May be assigned tasks, at the Agency's option, to enhance educational opportunities or to work on items that are out of scope for Accela.

DTMB Agile Coach

- Provides coaching to the new LARA/Accela scrum team in application of the Agile Scrum framework
- Promotes adoption of Agile Scrum by the team members with particular focus on identifying improvements during the Sprint Retrospectives

Accela Solution Architect(s), Implementation Consultant(s), and Business Analyst(s)

- Accela resources available to provide backlog grooming support to the Product Owner
- Define and validate Accela solution approaches and tasks during sprint planning and throughout the sprint cycle
- Perform configuration tasks assigned to Accela team during the build sprints
- Attends scrum meetings and is a member of the scrum team

Accela Software Scrum Master

- Facilitates the use of the scrum methodology
- Organizes and leads the Daily Scrum standup meeting, Sprint Planning, Sprint Review, and Sprint Retrospective
- Works with DTMB/Agency PM to remove Scrum team roadblocks and escalate issues as needed
- Monitors team velocity and prepares weekly status reports
- Prepares mitigation plans for project risks and performs general project management discipline-related tasks

Accela Automation Script Developer

- Provides senior level coding of assigned automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Accela Report Developer

- Provides senior level coding for assigned report tasks within a given software sprint
- Provides knowledge transfer and support to Agency report writers
- Attends scrum meetings and is a member of the scrum team

Accela Data Conversion Developer

- Supports data conversion analysis and detailed data mapping
- Responsible for loading converted data from the interim data schema to the target (Accela) database
- Attends scrum meetings and is a member of the scrum team

DELIVERY APPROACH

The releases will be delivered through a series of Agile sprints. The first sprint (Sprint 0) is roughly 4 weeks in duration and is allocated to backlog grooming and detailed elaboration in preparation for the first build sprint. Build sprints are 2 weeks in duration each. The final 2 sprints prior to each release are allocated to production readiness and "hardening", performing the final code promotion, data migration, and end-to-end testing prior to production use. The subsections below describe

- Sprint Zero and Product Backlog Elaboration,
- Build Sprints, and
- Software Release to Production.

As part of the release planning and backlog grooming, the backlog will be logically sequenced to address dependencies between technical components (conversion, interfaces, and reports). For example, the team will complete the base configuration of the license types during initial sprints (e.g., Sprints 1, 2 and 3). In subsequent sprints, the team will build the next logical layers such as automations, conversions, interfaces, and reports. The following list provides key considerations:

- Solution Foundation – Early build sprints will focus on configuring the base solution, or foundation. This base configuration solidifies the record types, data fields, and workflows for a given license process. It serves as the basis for data conversion mapping, automations, reports, and interfaces.

- Automations – Automations are built against the base configuration. In some cases, the automation tasks related to a user story may be scheduled for a later sprint to enable the base configuration to be finalized prior to writing automation code.
- Reports and Interfaces– Reports and interfaces are also built against the base configuration and are scheduled for sprints after the foundation is done.
- Data Conversion – Data cleansing can begin in early sprints concurrent with solution foundation. Data conversion relies on the base configuration in order to map to the new target fields. Often, the base configuration is also impacted by data conversion decisions, so data mapping occurs concurrently with the solution foundation sprints. While elements of data conversion analysis can be tasked concurrent with base configuration, the conversion routine development and test conversions require the foundation and mapping to be finalized.

A given sprint may include one or more of the following: configuration, conversion activities, interface activities and/or reports. The goal is to deliver increments of working product functionality within each sprint. If a product backlog item/user story cannot be accomplished within a sprint, the team must break it down to units of work achievable within a sprint. In some cases, this may not be practical, for example an entire life cycle of a data conversion or interface being built within the duration of a single sprint. In these cases, the team will either break the work down into distinct increments or each sprint may have pieces of the conversion and interface activities, such as Data Mapping occurring in an early sprint, conversion development occurring in the next sprint, and a test conversion run in a later sprint.

Sprint Zero and Product Backlog Elaboration

The first sprint for the Nursing Release will consist of a Sprint 0 backlog elaboration activity (Foundation Analysis). The purpose of Sprint 0 is for the LARA product owner and the project team to create / elaborate the Product Backlog (baseline Backlog is provided in Attachment A), assign story points, prioritize stories, and create the overall Solution Foundation approach (not a document), Product Roadmap and Release Plan.

During the Foundation Analysis prior to finalization of the Release Plan, the team will compare the elaborated backlog to the project scope as defined in this SOW (and Attachments) to identify changes. If new or changed Must Have scope is identified during Foundation Analysis, the team will determine whether such items can be accommodated in the Release (through work share or assignment of equivalent backlog items to State resources) or whether a Change Notice is required to incorporate the new/changed Must Have scope.

In addition, during Sprint 0, the team must elaborate enough Product Backlog detail to meet the "definition of ready" for Sprint 1 Planning. The Product Owner will conduct subsequent Product Backlog elaboration continuously, throughout each release, creating elaborating enough detail to drive the subsequent Sprints. The Product Owner is responsible for identifying and prioritizing product backlog targeted for the next sprint and elaboration work required to confirm the sprint backlog meets the *Definition of Ready* prior to the Sprint Planning session.

Sprint 0 Foundation Analysis

To complete Sprint 0, Accela will facilitate working sessions and activities to further understand and define the licensing and regulatory functions for the Nursing Profession and how these workflows and functions will be automated within the Accela Civic Platform. This business analysis will elaborate the specific user stories (product backlog items) defined in Attachment A. The deliverable format will conform to Attachment A.

Integrations, imports, exports, conversions, and reports are identified in the Foundation Analysis from a functional perspective, in the context of the overall use cases/user stories.

Separate analysis for integrations (including imports and exports), conversions, and reports will commence during this phase following the business analysis sessions. These activities will complete the more detailed technical analysis, which often requires different participants than those in the business analysis sessions.

- For the conversion analysis, Accela staff will evaluate the data sources for all anticipated licensing and regulatory functions of the Nursing Profession and Regulation activities.
- For each data source, Accela will work with the LARA data owner to define the conceptual data mapping to Accela, identify high level business rules and data transformations required based on the conceptual data

mapping, and define the delivery/extract format LARA will use to provide the datasets to Accela during implementation. In addition, the team will identify data quality and cleaning tasks.

- Accela will define user stories for data conversion items associated with the Nursing - licensing and regulatory functions to link conversion of historical data to the business value and end user needs it provides. These user stories will be estimated and assigned points and prioritized as part of the product backlog.
- Similar to the conversions, Accela will identify and define conceptual solutions for interfaces, imports, exports, and reports. Accela will incorporate these items into the product backlog by defining associated user stories.

Sprint 0 Foundation Analysis Acceptance Criteria
The following is the acceptance criteria for the Sprint 0 deliverable:

- The release plan and backlog accurately captures the inputs provided by LARA staff during the business and technical analysis working sessions.
- The product backlog and related artifacts contain sufficient detail to enable the team to understand the requirements and provide accurate estimates of the Nursing Profession and Regulation build. All items do not require full elaboration, as additional elaboration is expected to occur during later activities.
- The Product Owner has assigned a MoSCoW rating/priority for each backlog item.
- Each backlog item is assigned story points for purposes of understanding the relative effort to develop each item.

Definition of Ready
The criteria listed below define what the team considers readiness of backlog items for scheduling into a sprint during Sprint Planning.

- Story/PBI contains actors, problem, and value
- Story should fit in a sprint
- Story is appropriately documented and ready for building. For example, the team will use elements of the Accela To-Be Document templates as appropriate and the user story and/or elaborated task will also include the business rules for automation scripts. Supporting material for a story will be attached to the appropriate "cards" in JIRA.
- Business value should be obvious, if not, it should be explicitly stated
- Story contains verifiable, explicit acceptance criteria
- Test case for the story is written
- Story focuses on business goals, not solutions

During Sprint 0 and ongoing Backlog elaboration and grooming, the Product Owner (with support from the scrum team) performs the following activities:

- Builds product backlog by entering the Epics, User Stories and Acceptance Criteria into a mutually agreed tool (such as JIRA).
- Prioritizes each PBI using the MoSCoW (*Must have*, *Should have*, *Could have*, and *Would like but Won't have)* framework.
- Defines and prioritizes new product backlog items (see Change Control section above for process)
- Identifies changes needed to existing backlog items (see Change Control section above for process)
- Continuously monitors relative priorities against the release plan (i.e., which PBIs are targeted for each sprint) and applies changes to the release plan (in collaboration with the Scrum Master)
- Identifies PBIs for the next sprint and elaborates sufficient details and tasks to confirm the sprint backlog meets the Definition of Ready prior to the Sprint Planning meeting
- Directs the scrum team in creation of test cases

Software development sprints shall begin after the completion of Sprint Zero. The Product Owner in collaboration with the Accela Scrum Master and scrum team shall select sufficient work from the current Product Backlog for Sprint 1. Based on this selected work, the team will develop an initial sprint backlog, and enter into the build sprint phase of the release.

Build Sprints

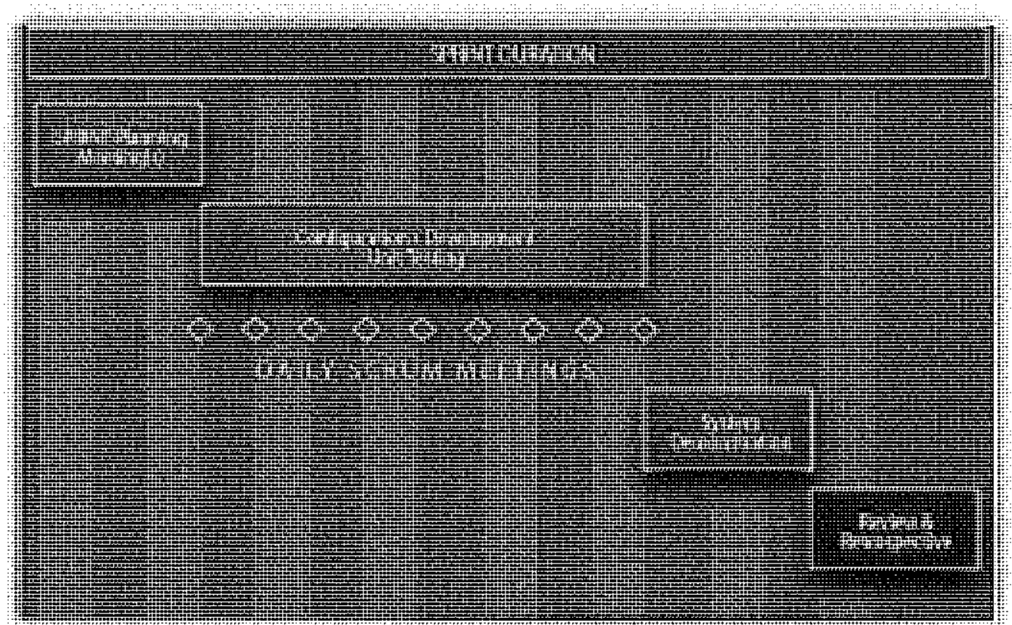
Build sprints commence following Sprint Zero and continue until the release backlog is complete and ready for the Release Readiness or "hardening" sprints.

Prior to the actual configuration or development occurring in a sprint, the team performs Sprint Planning to review the Product Backlog items assigned to the sprint, identify additional details surrounding each item and establish the tangible tasks to be completed by the team. The Scrum team establishes the sprint backlog based on Product Owner priorities and by an assessment of the team's capacity during the sprint and performance (delivery velocity) from previous sprints. During Sprint Planning, the team commits to deliver a distinct set of user stories/product backlog items. Items not completed during the time-boxed sprint (as per the jointly defined Definition of Done and Acceptance Criteria) remain on the Product Backlog for scheduling in a future sprint.

Once the sprint begins, the sprint backlog cannot be changed. The Product Owner can add new requirements such as changes to a user story or changes/additions to Acceptance Criteria, to the Product Backlog, but not to the backlog items scheduled for completion within the sprint currently underway. If the new product backlog items cause the backlog to exceed the total initial product backlog size, equivalent items can be deprioritized (moved off the backlog) or a change order processed to incorporate additional build sprints into the project.

Throughout a sprint cycle, daily standup meetings will be scheduled with the implementation team to discuss what team members accomplished the previous day, plan to accomplish that day, and discuss any issues or roadblocks. At the end of sprint, final meetings will occur as a review and retrospective to discuss the completed sprint and determine what could be changed that might make the next sprint more productive.

During backlog refinement (or grooming), the Product Owner can change the backlog (add, change, remove items) as long as the total effort (hours estimate or story points) does not exceed the initially planned backlog size.



The following outlines each of these key build sprint elements:

- **Sprint Planning Meeting** – No longer than 4 hours, held at the start of each sprint to discuss details for the tasks to be completed as part of the sprint's backlog. The following are the key objectives of this meeting:
    - Product Owner communicates the scope of work for the sprint, reviewing "ready" product backlog items to be done
    - The team assesses the work and negotiates with the Product Owner on which PBIs can be completed in the sprint.

  - The entire team prepares the sprint backlog by detailing the work (i.e., tasks) needed to finish the selected product backlog items. This includes:
    - Breakdown of the item into individual tasks,
    - Estimate of the time required to complete each task,
    - An allocation of the tasks within the development team.

- **Configuration, Development, and Unit Testing** – the team configures and/or develops based on the tasks assigned in the sprint backlog.

- **Functional Testing** – Agency resources confirm the unit tested backlog items conform to the acceptance criteria defined for the user story. If an item passes functional testing, it is promoted to the Product Owner to indicate it is "done" and considered completed for the sprint.

- **Daily Scrum Meetings** – each day during a sprint, the team holds a daily scrum meetings
  - All team members must come prepared
  - The meetings should occur at the same time and place every day
  - The meetings should be limited (i.e., timeboxed) to fifteen minutes
  - Each team member answers the following questions:
    - What did I do yesterday that helped meet the sprint goal?
    - What will I do today to help meet the spring goal?
    - Do I see any impediments that prevent me or the team from meeting the spring goal?

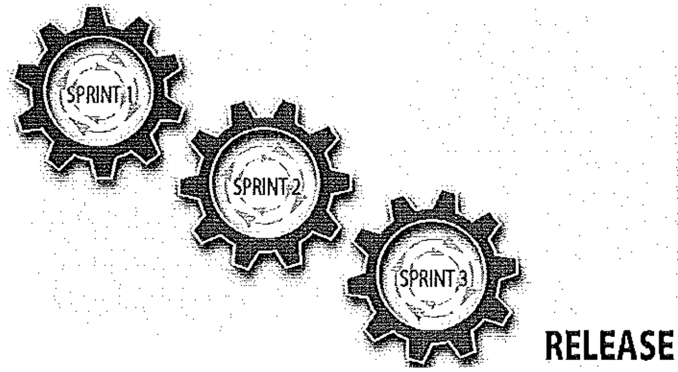
  Any impediment (stumbling block, risk or issue) identified in the daily scrum should be captured by the Scrum Master and an agreed person designated to working toward a resolution (outside of the daily scrum meeting). No detailed discussions should happen during the daily scrum.

  The Daily Scrum enables the Scrum Master to track a sprint burndown chart that measures the current estimate of outstanding work required to complete each task in the sprint backlog against the total available time remaining in the current sprint. If there is a discrepancy, the development team and the Scrum Master must propose a corrective action plan to the product owner.

- **Sprint Review**– the team presents the completed work to the Product Owner during the sprint review meeting held at the end of a sprint. The meeting is recommended to be no more than two hours in duration. The following key objective should be met:
  - The team reviews the work that was completed in the sprint duration. For items that have passed functional testing, the Product Owner assigns a completed status ("done").
  - The team also reviews planned work that was not completed. The Product Owner determines (outside of the sprint review meeting) how to re-prioritize any incomplete work for future sprints.

- **Sprint Retrospective Meeting** – the sprint retrospective meeting is mandatory and also held at the end of the sprint and is facilitated by the Scrum Master. The purpose of this meeting is to foster continuous improvement within the team. This meeting should also be no more than two hours in duration. The following questions should be asked to the entire team:
  - What went well during the sprint cycle?
  - What went wrong during the sprint cycle?
  - What could we do differently to improve?

  The improvement decisions made during the Retrospective meeting should be visibly tracked and implemented by the team during subsequent sprints.



Software Release to Production

Once the product backlog items targeted for a Release are complete, the scrum team will enter the Production Release sprints to complete release testing, code promotion to production, and final data conversion. During this project stage, final release testing (often referred to as "hardening") is the goal of testing activities. This effort is focused on confirming that the product increments delivered in each sprint interoperate as designed and that no new regression errors were introduced. Release sprints ready the results of the completed build sprints, enabling promotion of a new set of configurations into production release, encompassing the following activities:

- Code and configuration promoted to final staging environment
- Release hardening and regression tests
- Code promotion to production
- Final data conversion
- Production release and smoke test

Release testing cycles are managed in sprints similarly to how they are managed in a waterfall methodology. Once within the Release testing sprint, the team will perform end-to-end hardening test for the new configurations and regression tests where applicable against previously released functionality. The Product Owner is responsible for prioritizing the team's work on go-live critical defects in order to complete the project stage within the allocated sprint(s) (time box).

Like all of the previous testing done in the implementation approach, testers will utilize the test derived from the User Stories and Acceptance Criteria.

Conformance with the *Release* Definition of Done (which includes no Severity 1 or 2 defects open) constitutes the acceptance criteria for a Release. Defects are deviations from the Acceptance Criteria defined for the product backlog item. During the Release Sprint, Severity 1 or 2 defects will be prioritized. Out-of-scope issues will be closed or deferred to a future release or post-production support backlog.

Warranty Period (90 days)

As described in the base contract, the warranty period is 90 calendar days. During the warranty period, the Contractor shall be responsible for fixing Severity 1 or 2 defects related to the system configuration performed by Accela. This section does not apply to defects in the base Accela Civic Platform application, which are subject to the existing Service Level Agreements.

The parties agree that the State will execute a mutually agreed test plan prior to go-live. The Warranty period is not intended to extend the project's testing cycle post go-live.

Accela will resolve defects of Severity 1 or 2, found in the configuration performed by Accela in the first 90 days post go-live during this period. For defects, the Contractor shall define the root cause of problems, recommend solutions and implement corrections.

Contractor Responsibilities:

- Resolve Severity 1 or 2 defects reported by the State within 90 calendar days following go-live per the agreed process.
- Adhere to the State's established release management procedures, seeking approval for deployment of changes from the State's designated release manager.
- Through the warranty period, Accela will provide Management Reports, and Performance against SLA (see Appendix C of base contract).

State Responsibilities:

- Provide technical and functional user support for Post Production support and monitoring.
- Develop and maintain a Post Production Issues List.
- Reproduce issues and determine initial classification, severity, and priority. For Severity 1 and 2 Defects associated with Accela's assigned configuration scope, notify Accela of the new defect by logging a Support Case in Accela Community and notifying the Accela PM/Scrum Master.
- Provide timely responses to Contractor's request for information.
- Designate a Release Manager and define, maintain, and enforce Release/Configuration Management process and standards for the Release.

Acceptance Criteria:

- Severity 1 and 2 Defects identified within the 90 calendar day period are resolved and deployed to production.

If, during the Warranty Period, the State wishes to make its own optional changes to the configuration, then the State will be responsible for the Configuration Management activities. If it is determined that a reported Warranty issue is not a Severity 1 or 2 Defect or otherwise was caused by changes implemented by the State, Accela will be compensated for its time to diagnose the issue using Post Production (non-Warranty) Support hours. In addition, the State may request other non-Warranty support from Accela on an hourly basis. Non-Warranty support hours will be billed monthly by Accela at the $185/hour contractual rate.We will add a milestone to the project schedule to ensure we revisit this a couple months before go live.

PROJECT STAFFING

Accela and the State agree that the personnel selected to complete these first three statements of work are critical to the overall success of the entire program. Accela will commit the following personnel/resource types to the work defined in this statement of work. Before making personnel changes and as soon as a resource transition need is identified Accela will notify the State Project Manager. Accela will then preset a resume and knowledge transfer/transition plan for the new resource to the State's project manager for mutual agreement prior to proceeding with the resource change. Unplanned project costs associated with resource transitions initiated by Accela are borne by Accela.

The table below defines project roles and lists the named resources.

Project Role	Description and Qualifications	Assigned Resource
Project Manager / Scrum Master	Responsible for day-to-day project management and planning. Directs the activities of the Accela team. Facilitates daily stand ups, sprint planning, sprint review, and retrospective meetings. Removes obstacles impeding team progress. Possesses a minimum of 5 years project management experience for IT implementations.	Channan Grames (Accela)
Implementation Lead	Lead business analyst responsible for eliciting and translating State business requirements into actionable Accela solution designs. Possesses a minimum of 3 years experience in a lead business analyst role for government software implementations.	Laurent Sorrentino (Accela)
Senior Solution Architect	Provides oversight and advises the team in product solution approaches, conversion strategies, infrastructural and architectural issues, interface	Larry Cooper (Accela)

	design, and configuration management. Possesses a minimum of 5 years technical implementation experience in the Accela Civic Platform.	
Senior Solution Consultant	Senior business analyst responsible for advising the Implementation Lead in eliciting and implementing State business requirements and recommending solutions/processes that adhere to industry and product best practice Possesses a minimum of 5 years experience as a business analyst in software implementations and a minimum of 5 years experience with Accela Civic Platform.	Jason Plaisted (Accela)
Data Conversion Specialist	Provides conversion strategy consulting and prepares conversion specifications. Executes conversions and performs data reconciliation. Possesses a minimum of 3 years experience performing data conversion tasks and 1 year experience with Accela conversion.	TBN (Accela)
Automation Developer	Builds, implements, and unit tests business rule automation code. Possesses Accela Bronze certification and has attended Script training. Has at least 1 year experience in software programming, preferably Java Script.	TBN (Accela)
Report Developer	Builds, implements, and unit tests reports. Has attended Accela Report Writing training and has at least 1 year experience in report development, preferably with Crystal Reports.	TBN (Accela)

The designated Agency Product Owner is: Desmond Mitchell

The designated DTMB Project Manager is: Tim Gajda or his designee.

PAYMENT MILESTONE DELIVERABLES

Accela will perform the Services on a Deliverable payment basis. Accela's total price to perform the Services and provide the Deliverables described herein is $1,200,000.00 exclusive of taxes and expenses (the "Fixed-Fee"). The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent as soon as Accela's Deliverable Acceptance Form is signed by the Agency. Please note, the deliverable amount is not a one to one indication of the level of effort (LOE). Each deliverable is burdened with Project Management time and the amounts are designed to provide overall cash flow for the LOE of the project deliverables and duration.

Deliverables

This section defines the deliverables and acceptance criteria for milestones tied to progress payments.

Deliverable	Acceptance Criteria
D1 – Project Initiation and Setup	• Project Kick-off Meeting is complete • Training Classes Complete – Core Team Training (2.5 Days) • New Accela instance setup complete • Nursing module set up completed in both Support and Testing environments. • Any Best Practice Templates that will be used will be loaded into the development environment.
D2 – Sprint 0 Complete	• The product backlog and roadmap accurately captures the inputs provided by LARA staff during the business and technical analysis working sessions. • The product backlog and related artifacts contain sufficient detail to enable the team to understand the requirements and provide accurate estimates of the Nursing Profession and Regulation build. Not all items

	require full elaboration, as additional elaboration is expected to occur during later activities. • The Product Owner has assigned a MoSCoW rating/priority for each backlog item. • Each backlog item is assigned story points for purposes of understanding the relative effort to develop each item. • At the completion of Sprint zero LARA and Accela will have collaboratively established the story point goals for deliverables 3 -7.
D3 - 7 – Sprint 2, Sprint 4, Sprint 6, Sprint 8, and Sprint 10	• Points associated with Product backlog Items identified in Sprint Planning are complete as per the Sprint Definition of Done.
8 – Production Go-Live	• Release is promoted to Production environment. • Release is complete as per the Release Definition of Done.

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

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

PAYMENT SCHEDULE

Payment Schedule	
Deliverable	**Payment**
D1 – Project Initiation & Setup	$50,000
D2 – Product Backlog Completion (Sprint Zero)	$200,000
D3 – Completion of points associated with sprint 1 & 2	$150,000
D4 – Completion of points associated with sprint 3 & 4* *Contractor shall not begin work associated with Sprints 5 et seq until the State has provided written approval for all work associated Deliverables D1-D4.	$150,000
D5 – Completion of points associated with sprint 5 & 6	$150,000
D6 – Completion of points associated with sprint 7 & 8	$150,000
D7 – Completion of points associated with sprint 9 & 10	$150,000
D8 – Software Release 1 Go Live	$200,000
TOTAL	$1,200,000

ASSUMPTIONS

- **Schedule Dependency on State Resources** - To meet the overall timelines of the project, LARA and Accela will adhere to the current mutually agreed schedule (baseline defined in Attachment B) and agree that time is of the essence. For schedule changes or elaboration during Sprint Planning, Accela and LARA will determine task deadlines, to be documented in the Project Schedule and/or assigned during Sprint Planning for each sprint. Unless otherwise defined, Accela expects a single review cycle (i.e., submit, review, cure, accept) will be achievable for deliverables and PBI approvals. Second reviews will focus on defects and comments raised during the first review. Review process and timeline, will be clearly defined during the elaboration of the baseline project plan.

- **Sprint Execution** – LARA, DTMB, and Accela will be responsible for maintaining the quality of the Sprint execution. This includes but not limited to the duration, scope, task completion, feedback, participation, and backlog grooming required for sprint readiness. Any impact by any party to the Sprint may require a Project Change Request to address the need for more resources (i.e. time) to complete the remaining sprints and project activities. Once the Sprints have been set, any changes to the scope of the sprint could result in the need for a Project Change Request to account for the additional Sprints needed.

- **Testing Execution** - LARA will be responsible for the build out and completion of the testing scripts used to validate system functionality against requirements in scope. Case identification and disposition (training, new requirement, or defect) will need to be agreed upon at the end of each day by the LARA Product Owner and Accela Scrum Master/PM. This will allow for the proper execution of priority work items for the team to resolve to successfully close out the Sprint.

- **Training Execution** – LARA will be responsible for assigning training resources at the beginning of the project so proper knowledge transfer and training can be planned an acted on as part of the Build Sprints. Any switch in team members may require the need for a project change request to account for missing time.

- **Data Conversion Execution** – LARA is responsible for the data cleansing and transformation of data during Sprint 0 and Sprint 1. During Sprint 1, Accela will work with the LARA team in defining a data map to execute a conversion script against the dataset provided by LARA. In Sprint 3, Accela will do a draft run of the data comparing it against the source dataset provided by LARA. Accela will share data anomalies and work with LARA in modifying a data map if any are required.

- **Travel** – Accela's cost is based on the assumption that Scrum Master and Implementation Lead will travel to Lansing weekly for the duration of the project. Other team members, such as Solution Architect, will travel to LARA offices when assigned to tasks for the work underway at that time. For example, during the Foundation/Sprint 0 activity, the Scrum Master, Implementation Lead, Solution Architect, and Senior Solution Consultant will be onsite to support backlog elaboration sessions. During build sprints where there is significant work planned for data conversion, report writing, or script development, the resource(s) assigned to those tasks will join the team onsite.

  Travel weeks allow for Accela staff to travel Monday morning and return Friday afternoon. Meeting times for travel weeks will begin 1 pm on Mondays and conclude by 12 pm on Fridays. Accela's overall fee listed in the Payment Terms section is inclusive of expenses. The Agency will not be billed for travel expenses or travel time. The Agency will not receive expense reports or receipts.

OTHER GENERAL PROVISIONS

Projects Put on Hold

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. In such a case, the Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the Statement of Work. If the Agency chooses to re-engage at a later date, Accela will provide a new Statement of Work with revised pricing.

When a project is put on hold, a Change Management process will be invoked to:

- Manage the ramp off of resources and safe-keeping of project artifacts
- Pro-rate and invoice for partially completed deliverables
- Transition and re-engagement of resources at the end of the hold period

When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Expiration

If the project has not begun within sixty (60) calendar days of SOW signature date, the current scope and terms may be renegotiated.

Final Acceptance

Final Acceptance is defined as Agency turnover to Accela Customer Support for ongoing support and maintenance. This occurs post go-live, when the duration of post go-live support as defined in deliverable has been completed.

EXPENSES:

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

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

Record Type(s): Licensed Practical Nurse

Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	EpicDescription	Actor	Story	Technical Assumptions
1	LPN-1	**Submit an Application Online ***	Registered Public User	I want to be able to apply for my Practical Nurse License online and manage the Application, License, and Renewal Process	* Assumes a record type for LPN
1a	LPN-2	Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application. We will be importing user accounts for historical and will need the ability to link a newly registered user to an existing License Record	* Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN if provided.
1b	LPN-3	Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	LPN-4	Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process	* Assumes one Accela Citizen Access page flow shared for all LPN records
1d	LPN-5	Add contacts	Registered Public User	I need to add personal contact information including veteran status that is appropriate for my license type so I can be contacted and my personal information can be validated. If a SSN is not provided a document condition will be automatically added to the record for an affidavit.	Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN if provided. Assumes fees are not applied to veterans
1e	LPN-6	Complete a form with Custom Fields	Registered Public User	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	* Assumes no more than 3 Groups with no more than 10 custom fields per group.
1g	LPN-7	Complete a form with Custom Lists	Registered Public User	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	* Assumes no more than 1 group with no more than 5 lists

Record Type(s): Licensed Practical Nurse

Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1h	LPN-8	Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	Assumes no more than 10 document types in a single group. Assumes interface with 3rd Party EDMS System
1i	LPN-9	Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Nursing Board will determine my eligibility. Veteran's are exempt from some fees.	* Assumes the same interface is deployed as used on other SOM projects.
1j	LPN-10	Submit Application	Registered Public User	I need to be able to submit my application online	
1k	LPN-11	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
1l	LPN-12	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	* Assumes leveraging of Best Practice Template Licensing Workflow
2	LPN-13	**Process a Mailed Application in the Back Office ***	BON Technician	I want to process a new application so the applicant can be registered.	
2a	LPN-14	Add contacts	BON Technician	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated	* Assumes same record type shared above
2b	LPN-15	Enter Custom Field Information	BON Technician	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	See above

Record Type(s): Licensed Practical Nurse

Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2c	LPN-16	Enter Custom List Information	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	See above
2d	LPN-17	Upload scanned Documents	BON Technician	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	See above
2f	LPN-18	Process a Fee	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register.	Assumes 1 Fee Group with less than 20 fees Shared across all records Assumes the ability to capture payment by check, check number, reference number, and comments information.
2g	LPN-19	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
2h	LPN-20	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements, background checks, and other information provided	
2i	LPN-21	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	See above
3	LPN-22	**Conduct Verifications for Information Submitted**	BON Technician	I want to be able to inspect information submitted by the Applicant	

Record Type(s): Licensed Practical Nurse

Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic	Description	Actor	Story	Technical Assumptions
3a	LPN-23		Validate Documents and Information Submitted	BON Technician	I would like to be able to validate documents submitted and application data.	
3b	LPN-24		Request additional information	BON Technician	I would like to request that the applicant submit more documents based upon inspecting data submitted.	
3c	LPN-25		Receive Background Check Results	Automated	The Michigan Workforce Background Check (MWBC) Interface will call the Construct API to update the application with the results and trigger a Workflow Task Update if there is no conviction that needs to be reviewed.	
3d	LPN-26		Complete Education Information	BON Technician / Registered Education Provider	I need to add completed Education to meet the requirements of the application	Assumes Education Types and Education Providers are configured for this application type Assumes Registered Education Provider will upload transcript information as a document type for each license
3e	LPN-27		Submit Authorization to Test Vendor	BON Technician	I need to make the applicant eligible to test.	
3f	LPN-28		Upload Exam Scores using Comma Separated Value (CSV) file containing License Information and Exam Scores	Registered Exam Provider / BON Technician	I need the ability to upload the results of Exams taken by License Professionals	* Assumes the use of the Citizen Access site to upload Exam CSV files according to standards defined in the Civic Platform Configuration Reference
3g	LPN-29		Reject Application	BON Technician	I need to be able to Reject the Application which will notify the applicant Notice of Intent to Deny (NOID). Only if there is an appeal is there an Enforcement case created. This may be handled by a document upload which will trigger the creation of an enforcement case.	
3h	LPN-30		Withdraw Application	BON Technician	I need to be able to Withdraw an application if the Registered Public user requests it which will be accomplished using Workflow.	
3i	LPN-31		Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	* Assumes no more than 10 COA share across all record types

Record Type(s): Licensed Practical Nurse

Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
3j	LPN-32	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
4	LPN-33	**Issue License**	BON Technician		
4a	LPN-34	Issue License	BON Technician	I want to Issue the License by updating Workflow which and closes the Application Record and generates the License Record and License Professional Record and generates a notification to the Applicant. This record will be added to a Record Set for Batch Printing on a nightly basis.	
4b	LPN-35	Print my License Online	Practical Nurse	I want to be able print or re-print my license online	* Assumes standard Script process to create the License Attachment
5	LPN-36	**Submit a Renewal Online**	Practical Nurse	I want to request a renewal so I can continue to be a Licensed Practical Nurse every two years.	* Assumes standard batch script process as deployed for LARA
5a	LPN-37	Register for an Account / Link To Existing	Practical Nurse	I need to register for an account online and create contact information to use with my renewal. This process will also link any of my existing License information to my account by sending me a pin number to verify.	
5b	LPN-38	Modify license information	Practical Nurse	I want to update my license information so my contacts and other data are correct.	* Assumes that certain ASI data can be updated.
5c	LPN-39	Pay a Renewal Fee Online	Practical Nurse	I need to pay the appropriate fee for my license type so that the BON will re-issue my license.	* Assumes standard batch script renewal processing
5d	LPN-40	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements	See above
6	LPN-41	**Process a Renewal in the Back Office**	BON Technician	I want to process a renewal application so the applicant can be registered.	* Assumes traditional batch script process as deployed for LARA

Record Type(s): Licensed Practical Nurse

Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
6a	LPN-42	Modify license information	BON Technician	I want to update the license information so the contacts and other data are correct, and the applicant's registration can be renewed.	* Assumes that certain ASI data can be updated.
6b	LPN-43	Process a Renewal Fee in the Back Office	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to Relicensure.	* Assumes standard renewal processing using Best Practice Template License Renewal Batch Script
6c	LPN-44	Generate Random Audit Report	BON Technician	I need to be able to generate a random audit report to review licenses for completeness	
7	LPN-45	**File a Allegation (Online Only)**	Anonymous Citizen	I need to be able to file a allegation online	* Assumes a separate record to track allegations. This record will be available online but no special scripting or functionality to match flow in the back office
7a	LPN-46	File a Allegation	Anonymous Citizen	I need to be able to submit an allegation online with my Name and Contact Information	* Assumes a simple record and basic page flow with no page flow scripts
7b	LPN-47	Add Name and Profession of Licensee	Anonymous Citizen	I need to be able to submit the name and profession of the Licensee in question	* Assumes 1 Group with less than 10 user defined fields
7c	LPN-48	Add Description, Names, Addresses, and Phone numbers who can support allegation	Anonymous Citizen	I need to be able to add a description of the allegation, addresses, and Phone numbers who can support or provide more information on the allegation	* Assumes 1 Group with 1 list
7d	LPN-49	Update Workflow	BON Technician	I need to update the workflow to the appropriate status Based on this review, BPL will either request authorization to investigate the allegation, close the allegation with no further action, or close and refer the matter to another state agency if the matter is outside our jurisdiction.	See above
8	LPN-50	**Receive a Allegation (Mail or Fax)**	BON Technician	I need to be able to review or add a new allegation from a call in	* Same as record as above
8a	LPN-51	Enter a new Application	BON Technician	I need to be able to add a new allegation from a phone call.	See above

Record Type(s): Licensed Practical Nurse

Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	EpicDescription	Actor	Story	Technical Assumptions
8b	LPN-52	Review the application	BON Technician	I need to be able to review the application submitted online or via a phone call.	See above
8c	LPN-53	Update Workflow	BON Technician	I need to update the workflow to the appropriate status Based on this review, BPL will either request authorization to investigate the allegation, close the allegation with no further action, or close and refer the matter to another state agency if the matter is outside our jurisdiction.	See above
9	LPN-54	**Process a Enforcement Case**	BON Technician	If a Violation of the Health Care code occurred I need to refer the matter to the appropriate agency	* Assumes a separate record type
9a	LPN-55	Add a new Enforcement Case	BON Technician	I need to be able to clone the data received in the allegation into an enforcement case. I need the ability to track limitations	* Assumes a simple record that is used to track the assignment of the enforcement case to a different department. This is not intended to be a fully functional enforcement case.
9b	LPN-56	Add Compliance Information	BON Technician	I need to be able to add and track compliance information.	
9c	LPN-57	Complete a form with Custom Fields	BON Technician	I need to add specific information that is needed for this Enforcement case that can accurately determine my eligibility for reinstatement such as Michigan Professional Number and TCN.	* Assumes 1 Group with no more than 10 Custom Fields
9d	LPN-58	Complete a form with Custom Lists	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement. Such as Classes attended, inpatient/outpatient programs, fines paid, education achieved.	* Assumes 1 Group with no more than 3 lists
9e	LPN-59	Upload Documents of a specific type(s)	BON Technician	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Notarized affidavits.	* Assumes no more than 10 document types in a single group.

Record Type(s): Licensed Practical Nurse					
Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
9f	LPN-60	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing of the Enforcement Case.	* Assumes we will leverage the Enforcement BPT Workflow
10	LPN-61	**Apply for Reinstatement (online or back office)**	Practical Nurse	I need to apply for reinstatement of my RN or LPN	* Assumes a separate record type
10a	LPN-62	Find Application type in Citizen Access	Practical Nurse	I need to be able to find the record type associated to request for reinstatement.	* Assumes a simple record type that has a simple page flow with no page flow scripts
10b	LPN-63	Complete a form with Custom Fields	Practical Nurse	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement such as Michigan Professional Number and TCN.	* Assumes 1 Group with no more than 10 Custom Fields
10c	LPN-64	Complete a form with Custom Lists	Practical Nurse	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement. Such as Classes attended, inpatient/outpatient programs, fines paid, education achieved.	* Assumes 1 Group with no more than 3 lists
10d	LPN-65	Upload Documents of a specific type(s)	Practical Nurse	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Notarized affidavits.	* Assumes no more than 10 document types in a single group.
10e	LPN-66	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
11	LPN-67	**Apply for Relicensure (online or back office)**	Practical Nurse	I need to apply for relicensure of my RN or LPN	* Assumes a separate record type
11a	LPN-68	Find Application type in Citizen Access	Practical Nurse	I need to be able to find the record type associated to request for reinstatement.	* Assumes a simple record type that has a simple page flow with no page flow scripts
11b	LPN-69	Complete a form with Custom Fields	Practical Nurse	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement such as Michigan Professional Number and TCN.	* Assumes 1 Group with no more than 10 Custom Fields

Record Type(s): Licensed Practical Nurse					
Description: A Licensed Practical Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
11c	LPN-70	Complete a form with Custom Lists	Practical Nurse	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement. Such as Classes attended, inpatient/outpatient programs, fines paid, education achieved.	* Assumes 1 Group with no more than 3 lists
11d	LPN-71	Upload Documents of a specific type(s)	Practical Nurse	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Notarized affidavits.	* Assumes no more than 10 document types in a single group.
11e	LPN-72	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
12	LPN-73	**Lookup License Status**			
12a	LPN-74	Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website	
12b	LPN-75	Web Service License Status Lookup	External Agency	I need the ability to perform a lookup of the status of any License Professional via a Web Service call	* Assumes the use of the Construct API
13	LPN-76	**Batch Upload Scanned Files**			
13b	LPN-77	Batch Upload Scanned Files	BON Technician	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning Assumes scanned documents contain cover sheets with appropriate metadata to properly link the correct Record ID and Document Category

Record Type(s): Registered Nurse					
Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1	RN-1	**Submit an Application Online ***	Registered Public User	I want to be able to apply for my Registered Nurse License online and manage the Application, License, and Renewal Process	* Assumes a record type for RN
1a	RN-2	Register for an Account / Link To Existing	Registered PublicUser	I need to register for an account online and create contact information to use with my application. We will be importing user accounts for historical and will need the ability to link a newly registered user to an existing License Record	* Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN if provided.
1b	RN-3	Designate Delegates for my Account	Registered PublicUser	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	RN-4	Find Application type in Citizen Access	Registered PublicUser	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process	* Assumes one Accela Citizen Access page flow shared for all RN records
1d	RN-5	Add contacts	Registered PublicUser	I need to add personal contact information including veteran status that is appropriate for my license type so I can be contacted and my personal information can be validated. If a SSN is not provided a document condition will be automatically added to the record for an affidavit.	Assumes standard contact features leveraging existing Master Scripts for adding new contacts and checking for duplicate contacts using DOB or SSN if provided. Assumes fees are not applied to veterans
1e	RN-6	Complete a form with Custom Fields	Registered PublicUser	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	* Assumes no more than 3 Groups with no more than 10 custom fields per group.

Record Type(s): Registered Nurse					
Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1g	RN-7	Complete a form with Custom Lists	Registered PublicUser	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	* Assumes no more than 1 group with no more than 5 lists
1h	RN-8	Upload Documents of a specific type(s)	Registered PublicUser	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	Assumes no more than 10 document types in a single group. Assumes interface with 3rd Party EDMS System
1i	RN-9	Pay an Application Fee Online	Registered PublicUser	I need to pay the appropriate fee for my license type so that the Nursing Board will determine my eligibility. Veteran's are exempt from some fees.	* Assumes the same interface is deployed as used on other SOM projects.
1j	RN-10	Submit Application	Registered PublicUser	I need to be able to submit my application online	
1k	RN-11	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
1l	RN-12	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	* Assumes leveraging of Best Practice Template Licensing Workflow
2	RN-13	**Process a Mailed Application in the Back Office ***	BON Technician	I want to process a new application so the applicant can be registered.	
2a	RN-14	Add contacts	BON Technician	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated	* Assumes same record type shared above

Record Type(s): Registered Nurse

Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2b	RN-15	Enter Custom Field Information	BON Technician	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	See above
2c	RN-16	Enter Custom List Information	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	See above
2d	RN-17	Upload scanned Documents	BON Technician	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	See above
2f	RN-18	Process a Fee	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register.	Assumes 1 Fee Group with less than 20 fees Shared across all records Assumes the ability to capture payment by check, check number, reference number, and comments information.
2g	RN-19	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
2h	RN-20	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements, background checks, and other information provided	

Record Type(s): Registered Nurse					
Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2i	RN-21	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	See above
3	RN-22	**Conduct Verifications for Information Submitted**	BON Technician	I want to be able to inspect information submitted by the Applicant	
3a	RN-23	Validate Documents and Information Submitted	BON Technician	I would like to be able to validate documents submitted and application data.	
3b	RN-24	Request additional information	BON Technician	I would like to request that the applicant submit more documents based upon inspecting data submitted.	
3c	RN-25	Receive Background Check Results	Automated	The Michigan Workforce Background Check (MWBC) Interface will call the Construct API to update the application with the results and trigger a Workflow Task Update if there is no conviction that needs to be reviewed.	
3d	RN-26	Complete Education Information	BON Technician / Registered Education Provider	I need to add completed Education to meet the requirements of the application	Assumes Education Types and Education Providers are configured for this application type Assumes Registered Education Provider will upload transcript information as a document type for each license
3e	RN-27	Submit Authorization to Test Vendor	BON Technician	I need to make the applicant eligible to test.	
3f	RN-28	Upload Exam Scores using Comma Separated Value (CSV) file containing License Information and Exam Scores	Registered Exam Provider / BON Technician	I need the ability to upload the results of Exams taken by License Professionals	* Assumes the use of the Citizen Access site to upload Exam CSV files according to standards defined in the Civic Platform Configuration Reference
3g	RN-29	Reject Application	BON Technician	I need to be able to Reject the Application which will notify the applicant Notice of Intent to Deny (NOID). Only if there is an appeal is there an Enforcement case created. This may be handled by a document upload which will trigger the creation of an enforcement case.	

Record Type(s): Registered Nurse

Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
3h	RN-30	Withdraw Application	BON Technician	I need to be able to Withdraw an application if the Registered Public user requests it which will be accomplished using Workflow.	
3i	RN-31	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	* Assumes no more than 10 COA share across all record types
3j	RN-32	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
4	RN-33	**Issue License**	BON Technician		
4a	RN-34	Issue License	BON Technician	I want to Issue the License by updating Workflow which and closes the Application Record and generates the License Record and License Professional Record and generates a notification to the Applicant. This record will be added to a Record Set for Batch Printing on a nightly basis.	
4b	RN-35	Print my License Online	Practical Nurse	I want to be able print or re-print my license online	* Assumes standard Script process to create the License Attachment
5	RN-36	**Submit a Renewal Online**	Practical Nurse	I want to request a renewal so I can continue to be a Licensed Practical Nurse every two years.	* Assumes standard batch script process as deployed for LARA
5a	RN-37	Register for an Account / Link To Existing	Practical Nurse	I need to register for an account online and create contact information to use with my renewal. This process will also link any of my existing License information to my account by sending me a pin number to verify.	
5b	RN-38	Modify license information	Practical Nurse	I want to update my license information so my contacts and other data are correct.	* Assumes that certain ASI data can be updated.
5c	RN-39	Pay a Renewal Fee Online	Practical Nurse	I need to pay the appropriate fee for my license type so that the BON will re-issue my license.	* Assumes standard batch script renewal processing

Record Type(s): Registered Nurse

Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
5d	RN-40	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements	See above
6	RN-41	**Process a Renewal in the Back Office**	BON Technician	I want to process a renewal application so the applicant can be registered.	* Assumes traditional batch script process as deployed for LARA
6a	RN-42	Modify license information	BON Technician	I want to update the license information so the contacts and other data are correct, and the applicant's registration can be renewed.	* Assumes that certain ASI data can be updated.
6b	RN-43	Process a Renewal Fee in the Back Office	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to Relicensure.	* Assumes standard renewal processing using Best Practice Template License Renewal Batch Script
6c	RN-44	Generate Random Audit Report	BON Technician	I need to be able to generate a random audit report to review licenses for completeness	
7	RN-45	**File a Allegation (Online Only)**	Anonymous Citizen	I need to be able to file a allegation online	* Assumes a separate record to track allegations. This record will be available online but no special scripting or functionality to match flow in the back office
7a	RN-46	File a Allegation	Anonymous Citizen	I need to be able to submit an allegation online with my Name and Contact Information	* Assumes a simple record and basic page flow with no page flow scripts
7b	RN-47	Add Name and Profession of Licensee	Anonymous Citizen	I need to be able to submit the name and profession of the Licensee in question	* Assumes 1 Group with less than 10 user defined fields
7c	RN-48	Add Description, Names, Addresses, and Phone numbers who can support allegation	Anonymous Citizen	I need to be able to add a description of the allegation, addresses, and Phone numbers who can support or provide more information on the allegation	* Assumes 1 Group with 1 list

Record Type(s): Registered Nurse					
Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
7d	RN-49	Update Workflow	BON Technician	I need to update the workflow to the appropriate status Based on this review, BPL will either request authorization to investigate the allegation, close the allegation with no further action, or close and refer the matter to another state agency if the matter is outside our jurisdiction.	See above
8	RN-50	**Receive a Allegation (Mail or Fax)**	BON Technician	I need to be able to review or add a new allegation from a call in	* Same as record as above
8a	RN-51	Enter a new Application	BON Technician	I need to be able to add a new allegation from a phone call.	See above
8b	RN-52	Review the application	BON Technician	I need to be able to review the application submitted online or via a phone call.	See above
8c	RN-53	Update Workflow	BON Technician	I need to update the workflow to the appropriate status Based on this review, BPL will either request authorization to investigate the allegation, close the allegation with no further action, or close and refer the matter to another state agency if the matter is outside our jurisdiction.	See above
9	RN-54	**Process a Enforcement Case**	BON Technician	If a Violation of the Health Care code occurred I need to refer the matter to the appropriate agency	* Assumes a separate record type
9a	RN-55	Add a new Enforcement Case	BON Technician	I need to be able to clone the data received in the allegation into an enforcement case. I need the ability to track limitations	* Assumes a simple record that is used to track the assignment of the enforcement case to a different department. This is not intended to be a fully functional enforcement case.
9b	RN-56	Add Compliance Information	BON Technician	I need to be able to add and track compliance information.	

Record Type(s): Registered Nurse

Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
9c	RN-57	Complete a form with Custom Fields	BON Technician	I need to add specific information that is needed for this Enforcement case that can accurately determine my eligibility for reinstatement such as Michigan Professional Number and TCN.	* Assumes 1 Group with no more than 10 Custom Fields
9d	RN-58	Complete a form with Custom Lists	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement. Such as Classes attended, inpatient/outpatient programs, fines paid, education achieved.	* Assumes 1 Group with no more than 3 lists
9e	RN-59	Upload Documents of a specific type(s)	BON Technician	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Notarized affidavits.	* Assumes no more than 10 document types in a single group.
9f	RN-60	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing of the Enforcement Case.	* Assumes we will leverage the Enforcement BPT Workflow
10	RN-61	**Apply for Reinstatement (online or back office)**	Practical Nurse	I need to apply for reinstatement of my RN or LPN	* Assumes a separate record type
10a	RN-62	Find Application type in Citizen Access	Practical Nurse	I need to be able to find the record type associated to request for reinstatement.	* Assumes a simple record type that has a simple page flow with no page flow scripts
10b	RN-63	Complete a form with Custom Fields	Practical Nurse	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement such as Michigan Professional Number and TCN.	* Assumes 1 Group with no more than 10 Custom Fields

Record Type(s): Registered Nurse

Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
10c	RN-64	Complete a form with Custom Lists	Practical Nurse	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement. Such as Classes attended, inpatient/outpatient programs, fines paid, education achieved.	* Assumes 1 Group with no more than 3 lists
10d	RN-65	Upload Documents of a specific type(s)	Practical Nurse	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Notarized affidavits.	* Assumes no more than 10 document types in a single group.
10e	RN-66	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
11	RN-67	**Apply for Relicensure (online or back office)**	Practical Nurse	I need to apply for relicensure of my RN or LPN	* Assumes a separate record type
11a	RN-68	Find Application type in Citizen Access	Practical Nurse	I need to be able to find the record type associated to request for reinstatement.	* Assumes a simple record type that has a simple page flow with no page flow scripts
11b	RN-69	Complete a form with Custom Fields	Practical Nurse	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement such as Michigan Professional Number and TCN.	* Assumes 1 Group with no more than 10 Custom Fields
11c	RN-70	Complete a form with Custom Lists	Practical Nurse	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility for reinstatement. Such as Classes attended, inpatient/outpatient programs, fines paid, education achieved.	* Assumes 1 Group with no more than 3 lists

Record Type(s): Registered Nurse

Description: A Registered Nurse is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
11d	RN-71	Upload Documents of a specific type(s)	Practical Nurse	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Notarized affidavits.	* Assumes no more than 10 document types in a single group.
11e	RN-72	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
12	RN-73	**Lookup License Status**			
12a	RN-74	Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website	
12b	RN-75	Web Service License Status Lookup	External Agency	I need the ability to perform a lookup of the status of any License Professional via a Web Service call	* Assumes the use of the Construct API
13	RN-76	**Batch Upload Scanned Files**			
13b	RN-77	Batch Upload Scanned Files	BON Technician	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning Assumes scanned documents contain cover sheets with appropriate metadata to properly link the correct Record ID and Document Category

Record Type(s): Registered Nurse Temporary / Provisional

Description: A Registered Nurse Provisional is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan for up to one year from date of issuance.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1	RN-TEMP-1	**Submit an Application Online***	Registered Public User	I want to be able to apply for my Practical Nurse License online and manage the Application, License, and Renewal Process	* Assumes a record type for RN
1a	RN-TEMP-2	Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application. We will be importing user accounts for historical and will need the ability to link a newly registered user to an existing License Record	
1b	RN-TEMP-3	Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	RN-TEMP-4	Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process	* Assumes one Accela Citizen Access page flow shared for all RN records
1d	RN-TEMP-5	Add contacts	Registered Public User	I need to add personal contact information including veteran status that is appropriate for my license type so I can be contacted and my personal information can be validated. If a SSN is not provided a document condition will be automatically added to the record for an affidavit.	Assumes standard contact features leveraging off the shelf scripts for adding new contacts. Assumes fees are not applied to veterans
1e	RN-TEMP-6	Complete a form with Custom Fields	Registered Public User	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	* Assumes no more than 3 Groups with no more than 10 custom fields per group.
1g	RN-TEMP-7	Complete a form with Custom Lists	Registered Public User	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	* Assumes no more than 1 group with no more than 5 lists

Record Type(s): Registered Nurse Temporary / Provisional					
Description: A Registered Nurse Provisional is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan for up to one year from date of issuance.					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1h	RN-TEMP-8	Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	Assumes no more than 10 document types in a single group. Assumes interface with 3rd Party EDMS System
1i	RN-TEMP-9	Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Nursing Board will determine my eligibility. Veteran's are exempt from some fees.	* Assumes the same interface is deployed as used on other SOM projects.
1j	RN-TEMP-10	Submit Application	Registered Public User	I need to be able to submit my application online	
1k	RN-TEMP-11	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
1l	RN-TEMP-12	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	* Assumes leveraging of Best Practice Template Licensing Workflow
2	RN-TEMP-13	**Process a Mailed Application in the Back Office***	BON Technician	I want to process a new application so the applicant can be registered.	
2a	RN-TEMP-14	Add contacts	BON Technician	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated	* Assumes same record type shared above
2b	RN-TEMP-15	Enter Custom Field Information	BON Technician	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	See above

Record Type(s): Registered Nurse Temporary / Provisional

Description: A Registered Nurse Provisional is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan for up to one year from date of issuance.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2c	RN-TEMP-16	Enter Custom List Information	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	See above
2d	RN-TEMP-17	Upload scanned Documents	BON Technician	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	See above
2f	RN-TEMP-18	Process a Fee	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register.	* Assumes 1 Fee Group with less than 20 fees Shared across all records
2g	RN-TEMP-19	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
2h	RN-TEMP-20	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements, background checks, and other information provided	
2i	RN-TEMP-21	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	See above
2j	RN-TEMP-22	Provide Receipt via mail or online	BON Technician	I want to be able to provide a receipt online or via mail.	

Record Type(s): Registered Nurse Temporary / Provisional					
Description: A Registered Nurse Provisional is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan for up to one year from date of issuance.					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
3	RN-TEMP-23	**Conduct Verifications for Information Submitted**	BON Technician	I want to be able to inspect information submitted by the Applicant	
3a	RN-TEMP-24	Validate Documents and Information Submitted	BON Technician	I would like to be able to validate documents submitted and application data.	
3b	RN-TEMP-25	Request additional information	BON Technician	I would like to request that the applicant submit more documents based upon inspecting data submitted.	
3c	RN-TEMP-26	Receive Background Check Results	Automated	The Michigan Workforce Background Check (MWBC) Interface will call the Construct API to update the application with the results and trigger a Workflow Task Update if there is no conviction that needs to be reviewed.	
3d	RN-TEMP-27	Complete Education Information	BON Technician	I need to add completed Education to meet the requirements of the application	* Assumes Education Types and Education Providers are configured for this application type
3e	RN-TEMP-28	Reject Application	BON Technician	I need to be able to Reject the Application which will notify the applicant Notice of Intent to Deny (NOID). Only if there is an appeal is there an Enforcement case created. This may be handled by a document upload which will trigger the creation of an enforcement case.	
3f	RN-TEMP-29	Withdraw Application	BON Technician	I need to be able to Withdraw an application if the Registered Public user requests it which will be accomplished using Workflow.	
3g	RN-TEMP-30	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	* Assumes no more than 10 COA share across all record types
3h	RN-TEMP-31	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
4	RN-TEMP-32	**Issue License**	BON Technician		

Record Type(s): Registered Nurse Temporary / Provisional					
Description: A Registered Nurse Provisional is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan for up to one year from date of issuance.					
User Stories					
Epic	**Unique Identifier**	**Epic Description**	**Actor**	**Story**	**Technical Assumptions**
4a	RN-TEMP-33	Issue License	BON Technician	I want to Issue the License by updating Workflow which and closes the Application Record and generates the License Record and License Professional Record and generates a notification to the Applicant. This record will be added to a Record Set for Batch Printing on a nightly basis.	
4b	RN-TEMP-34	Print my License Online	Practical Nurse	I want to be able print or re-print my license online	* Assumes standard Script process to create the License Attachment
7	RN-TEMP-35	**File a Allegation (Online Only)**	Anonymous Citizen	I need to be able to file a allegation online	* Assumes a separate record to track allegations. This record will be available online but no special scripting or functionality to match flow in the back office
7a	RN-TEMP-36	File a Allegation	Anonymous Citizen	I need to be able to submit an allegation online with my Name and Contact Information	* Assumes a simple record and basic page flow with no page flow scripts
7b	RN-TEMP-37	Add Name and Profession of Licensee	Anonymous Citizen	I need to be able to submit the name and profession of the Licensee in question	* Assumes 1 Group with less than 10 user defined fields
7c	RN-TEMP-38	Add Description, Names, Addresses, and Phone numbers who can support allegation	Anonymous Citizen	I need to be able to add a description of the allegation, addresses, and Phone numbers who can support or provide more information on the allegation	* Assumes 1 Group with 1 list
8	RN-TEMP-39	**Receive a Allegation (Phone call or Fax)**	BON Technician	I need to be able to review or add a new allegation from a call in	* Same as record as above
8a	RN-TEMP-40	Enter a new Application (Phone Call)	BON Technician	I need to be able to add a new allegation from a phone call.	See above
8b	RN-TEMP-41	Review the application	BON Technician	I need to be able to review the application submitted online or via a phone call.	See above

Record Type(s): Registered Nurse Temporary / Provisional

Description: A Registered Nurse Provisional is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan for up to one year from date of issuance.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
8c	RN-TEMP-42	Update Workflow	BON Technician	I need to update the workflow to the appropriate status Based on this review, BPL will either request authorization to investigate the allegation, close the allegation with no further action, or close and refer the matter to another state agency if the matter is outside our jurisdiction.	See above
9	RN-TEMP-43	**Process a Enforcement Case**	BON Technician	If a Violation of the Health Care code occurred I need to refer the matter to the appropriate agency	* Assumes a separate record type
9a	RN-TEMP-44	Add a new Enforcement Case	BON Technician	I need to be able to clone the data received in the allegation into an enforcement case.	* Assumes a simple record that is used to track the assignment of the enforcement case to a different department. This is not intended to be a fully functional enforcement case.
9b	RN-TEMP-45	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing of the Enforcement Case.	See above
12	RN-TEMP-46	Lookup License Status			
13a	RN-TEMP-47	Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website	
13b	RN-TEMP-48	Web Service License Status Lookup	External Agency	I need the ability to perform a lookup of the status of any License Professional via a Web Service call	* Assumes the use of the Construct API
14	RN-TEMP-49	Batch Upload Scanned Files			
14a	RN-TEMP-50	Batch Upload Scanned Files	BON Technician	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning Assumes scanned documents contain cover sheets with appropriate metadata to properly link the correct Record ID and Document Category

Record Type(s): Nurse Anesthetist

Description: A Registered Nurse Anesthetist is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1	NA-1	**Submit an Application Online ***	Registered Public User	I want to be able to apply for my Practical Nurse License online and manage the Application, License, and Renewal Process	* Assumes a record type for Nurse Anesthetist Application as an Amendment to Nursing License
1a	NA-2	Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application. We will be importing user accounts for historical and will need the ability to link a newly registered user to an existing License Record	
1b	NA-3	Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	NA-4	Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process	* Assumes one Accela Citizen Access page flow shared for all LPN records
1d	NA-5	Add contacts	Registered Public User	I need to add personal contact information including veteran status that is appropriate for my license type so I can be contacted and my personal information can be validated. If a SSN is not provided a document condition will be automatically added to the record for an affidavit.	Assumes standard contact features leveraging off the shelf scripts for adding new contacts. Assumes fees are not applied to veterans
1e	NA-6	Complete a form with Custom Fields	Registered Public User	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	* Assumes no more than 3 Groups with no more than 10 custom fields per group.

Record Type(s): Nurse Anesthetist

Description: A Registered Nurse Anesthetist is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1g	NA-7	Complete a form with Custom Lists	Registered Public User	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	* Assumes no more than 1 group with no more than 5 lists
1h	NA-8	Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	Assumes no more than 10 document types in a single group. Assumes interface with 3rd Party EDMS System
1i	NA-9	Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Nursing Board will determine my eligibility. Veteran's are exempt from some fees.	* Assumes the same interface is deployed as used on other SOM projects.
1j	NA-10	Submit Application	Registered Public User	I need to be able to submit my application online	
1k	NA-11	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
1l	NA-12	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	* Assumes leveraging of Best Practice Template Licensing Workflow
2	NA-13	**Process a Mailed Application in the Back Office ***	BON Technician	I want to process a new application so the applicant can be registered.	

Record Type(s): Nurse Anesthetist					
Description: A Registered Nurse Anesthetist is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2a	NA-14	Add contacts	BON Technician	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated	* Assumes same record type shared above
2b	NA-15	Enter Custom Field Information	BON Technician	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	See above
2c	NA-16	Enter Custom List Information	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	See above
2d	NA-17	Upload scanned Documents	BON Technician	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	See above
2f	NA-18	Process a Fee	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register.	* Assumes 1 Fee Group with less than 20 fees Shared across all records

Record Type(s): Nurse Anesthetist

Description: A Registered Nurse Anesthetist is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2g	NA-19	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
2h	NA-20	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements, background checks, and other information provided	
2i	NA-21	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	See above
2j	NA-22	Provide Receipt via mail or online	BON Technician	I want to be able to provide a receipt online or via mail.	
3	NA-23	**Conduct Verifications for Information Submitted**	BON Technician	I want to be able to inspect information submitted by the Applicant	
3a	NA-24	Validate Documents and Information Submitted	BON Technician	I would like to be able to validate documents submitted and application data.	
3b	NA-25	Request additional information	BON Technician	I would like to request that the applicant submit more documents based upon inspecting data submitted.	

Record Type(s): Nurse Anesthetist

Description: A Registered Nurse Anesthetist is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
3c	NA-26	Receive Background Check Results	Automated	The Michigan Workforce Background Check (MWBC) Interface will call the Construct API to update the application with the results and trigger a Workflow Task Update if there is no conviction that needs to be reviewed.	
3d	NA-27	Complete Education Information	BON Technician	I need to add completed Education to meet the requirements of the application	* Assumes Education Types and Education Providers are configured for this application type
3e	NA-28	Reject Application	BON Technician	I need to be able to Reject the Application which will notify the applicant Notice of Intent to Deny (NOID). Only if there is an appeal is there an Enforcement case created. This may be handled by a document upload which will trigger the creation of an enforcement case.	
3f	NA-29	Withdraw Application	BON Technician	I need to be able to Withdraw an application if the Registered Public user requests it which will be accomplished using Workflow.	
3g	NA-30	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	* Assumes no more than 10 COA share across all record types
3h	NA-31	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
4	NA-32	**Issue License**	BON Technician		
4a	NA-33	Issue License	BON Technician	I want to Issue the License by updating Workflow which and closes the Application Record and generates the License Record and License Professional Record and generates a notification to the Applicant. This record will be added to a Record Set for Batch Printing on a nightly basis.	

Record Type(s): Nurse Anesthetist

Description: A Registered Nurse Anesthetist is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description		Actor	Story	Technical Assumptions
4b	NA-34		Print my License Online	Practical Nurse	I want to be able print or re-print my license online	* Assumes standard Script process to create the License Attachment
12	NA-35	**Lookup License Status**				
12a	NA-36		Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website	
12b	NA-37		Web Service License Status Lookup	External Agency	I need the ability to perform a lookup of the status of any License Professional via a Web Service call	* Assumes the use of the Construct API
13	NA-38	**Batch Upload Scanned Files**				
13a	NA-39		Batch Upload Scanned Files	BON Technician	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning Assumes scanned documents contain cover sheets with appropriate metadata to properly link the correct Record ID and Document Category

Record Type(s): Nurse Midwife

Description: A Registered Nurse Midwife is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1	NM-1	**Submit an Application Online ***	Registered Public User	I want to be able to apply for my Practical Nurse License online and manage the Application, License, and Renewal Process	* Assumes a record type for Nurse Anesthetist Application as an Amendment to Nursing License
1a	NM-2	Register for an Account / Link To Existing	Registered PublicUser	I need to register for an account online and create contact information to use with my application. We will be importing user accounts for historical and will need the ability to link a newly registered user to an existing License Record	
1b	NM-3	Designate Delegates for my Account	Registered PublicUser	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	NM-4	Find Application type in Citizen Access	Registered PublicUser	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process	* Assumes one Accela Citizen Access page flow shared for all LPN records
1d	NM-5	Add contacts	Registered PublicUser	I need to add personal contact information including veteran status that is appropriate for my license type so I can be contacted and my personal information can be validated. If a SSN is not provided a document condition will be automatically added to the record for an affidavit.	
1e	NM-6	Complete a form with Custom Fields	Registered PublicUser	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and LicensedType.	* Assumes no more than 3Groups with no more than 10 custom fields per group.
1g	NM-7	Complete a form with Custom Lists	Registered PublicUser	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	* Assumes no more than 1group with no more than 5lists
1h	NM-8	Upload Documents of a specific type(s)	Registered PublicUser	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	Assumes no more than 10 document types in a single group. Assumes interface with 3rd Party EDMS System
1i	NM-9	Pay an Application Fee Online	Registered PublicUser	I need to pay the appropriate fee for my license type so that the Nursing Board will determine my eligibility. Veteran's are exempt from some fees.	* Assumes the same interfaceis deployed as used on other SOM projects.
1j	NM-10	SubmitApplication	Registered PublicUser	I need to be able to submit my application online	

Record Type(s): Nurse Midwife					
Description: A Registered Nurse Midwife is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.					
User Stories					
Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1k	NM-11	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viablility for SSN exposed to construct. Applies a condition to the record while the background check is processing
1l	NM-12	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	* Assumes leveraging of Best Practice Template Licensing Workflow
2	NM-13	**Process a Mailed Application in the Back Office ***	BON Technician	I want to process a new application so the applicant can be registered.	
2a	NM-14	Add contacts	BON Technician	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated	* Assumes same record type shared above
2b	NM-15	Enter Custom Field Information	BON Technician	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	See above
2c	NM-16	Enter Custom List Information	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	See above
2d	NM-17	Upload scanned Documents	BON Technician	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	See above
2f	NM-18	Process a Fee	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register.	*Assumes 1 Fee Group with less than 20 fees Shared across all records

Record Type(s): Nurse Midwife

Description: A Registered Nurse Midwife is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2g	NM-19	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viablility for SSN exposed to construct. Applies a condition to the record while the background check is processing
2h	NM-20	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements, background checks, and other information provided	
2i	NM-21	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	See above
2j	NM-22	Provide Receipt via mail or online	BON Technician	I want to be able to provide a receipt online or via mail.	
3	NM-23	**Conduct Verifications for Information Submitted**	BON Technician	I want to be able to inspect information submitted by the Applicant	
3a	NM-24	Validate Documents and Information Submitted	BON Technician	I would like to be able to validate documents submitted and application data.	
3b	NM-25	Request additional information	BON Technician	I would like to request that the applicant submit more documents based upon inspecting data submitted.	
3c	NM-26	Receive Background Check Results	Automated	The Michigan Workforce Background Check (MWBC) Interface will call the Construct API to update the application with the results and trigger a Workflow Task Update if there is no conviction that needs to be reviewed.	
3d	NM-27	Complete Education Information	BON Technician	I need to add completed Education to meet the requirements of the application	* Assumes Education Types and Education Providers are configured for this application type

Record Type(s): Nurse Midwife

Description: A Registered Nurse Midwife is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
3e	NM-28	Reject Application	BON Technician	I need to be able to Reject the Application which will notify the applicant Notice of Intent to Deny (NOID). Only if there is an appeal is there an Enforcement case created. This may be handled by a document upload which will trigger the creation of an enforcement case.	
3f	NM-29	Withdraw Application	BON Technician	I need to be able to Withdraw an application if the Registered Public user requests it which will be accomplished using Workflow.	
3g	NM-30	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	* Assumes no more than 10 COA share across all record types
3h	NM-31	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
4	NM-32	**Issue License**	BON Technician		
4a	NM-33	Issue License	BON Technician	I want to Issue the License by updating Workflow which and closes the Application Record and generates the License Record and License Professional Record and generates a notification to the Applicant. This record will be added to a Record Set for Batch Printing on a nightly basis.	
4b	NM-34	Print my License Online	Practical Nurse	I want to be able print or re-print my license online	* Assumes standard Script process to create the License Attachment
12	NM-35	**Lookup License Status**			
12a	NM-36	Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website	
12b	NM-37	Web Service License Status Lookup	External Agency	I need the ability to perform a lookup of the status of any License Professional via a Web Service call	* Assumnes the use of the Construct API
13	NM-38	**Batch Upload Scanned Files**			
13a	NM-39	Batch Upload Scanned Files	BON Technician	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning Assumes scanned documents contain cover sheets with appropriate metadata to properly link the correct Record ID and Document Category

Record Type(s): Nurse Practitioner

Description: A Registered Nurse Practitioner is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1	NP-1	**Submit an Application Online***	Registered Public User	I want to be able to apply for my Practical Nurse License online and manage the Application, License, and Renewal Process	* Assumes a record type for Nurse Anesthetist Application as an Amendment to Nursing License
1a	NP-2	Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application. We will be importing user accounts for historical and will need the ability to link a newly registered user to an existing License Record	
1b	NP-3	Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	NP-4	Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process	* Assumes one Accela Citizen Access page flow shared for all LPN records
1d	NP-5	Add contacts	Registered Public User	I need to add personal contact information including veteran status that is appropriate for my license type so I can be contacted and my personal information can be validated. If a SSN is not provided a document condition will be automatically added to the record for an affidavit.	Assumes standard contact features leveraging off the shelf scripts for adding new contacts. Assumes fees are not applied to veterans
1e	NP-6	Complete a form with Custom Fields	Registered Public User	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	* Assumes no more than 3 Groups with no more than 10 custom fields per group.

Record Type(s): Nurse Practitioner

Description: A Registered Nurse Practitioner is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1g	NP-7	Complete a form with Custom Lists	Registered Public User	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	* Assumes no more than 1 group with no more than 5 lists
1h	NP-8	Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	Assumes no more than 10 document types in a single group. Assumes interface with 3rd Party EDMS System
1i	NP-9	Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Nursing Board will determine my eligibility. Veteran's are exempt from some fees.	* Assumes the same interface is deployed as used on other SOM projects.
1j	NP-10	Submit Application	Registered Public User	I need to be able to submit my application online	
1k	NP-11	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing
1l	NP-12	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	* Assumes leveraging of Best Practice Template Licensing Workflow
2	NP-13	**Process a Mailed Application in the Back Office***	BON Technician	I want to process a new application so the applicant can be registered.	

Record Type(s): Nurse Practitioner

Description: A Registered Nurse Practitioner is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2a	NP-14	Add contacts	BON Technician	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated	* Assumes same record type shared above
2b	NP-15	Enter Custom Field Information	BON Technician	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	See above
2c	NP-16	Enter Custom List Information	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	See above
2d	NP-17	Upload scanned Documents	BON Technician	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	See above
2f	NP-18	Process a Fee	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register.	* Assumes 1 Fee Group with less than 20 fees Shared across all records
2g	NP-19	Start Background Check	Automated	After submitting the application online, the system will automatically trigger the start of a background check via the Michigan Workforce Background Check (MWBC) Interface. A hold is placed on the record if they don't provide Date of Birth.	The check requires a Full Name and a Date of Birth. SSN is optional. Check on viability for SSN exposed to construct. Applies a condition to the record while the background check is processing

Record Type(s): Nurse Practitioner

Description: A Registered Nurse Practitioner is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2h	NP-20	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements, background checks, and other information provided	
2i	NP-21	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	See above
2j	NP-22	Provide Receipt via mail or online	BON Technician	I want to be able to provide a receipt online or via mail.	
3	NP-23	**Conduct Verifications for Information Submitted**	BON Technician	I want to be able to inspect information submitted by the Applicant	
3a	NP-24	Validate Documents and Information Submitted	BON Technician	I would like to be able to validate documents submitted and application data.	
3b	NP-25	Request additional information	BON Technician	I would like to request that the applicant submit more documents based upon inspecting data submitted.	
3c	NP-26	Receive Background Check Results	Automated	The Michigan Workforce Background Check (MWBC) Interface will call the Construct API to update the application with the results and trigger a Workflow Task Update if there is no conviction that needs to be reviewed.	
3d	NP-27	Complete Education Information	BON Technician	I need to add completed Education to meet the requirements of the application	* Assumes Education Types and Education Providers are configured for this application type

Record Type(s): Nurse Practitioner

Description: A Registered Nurse Practitioner is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
3e	NP-28	Reject Application	BON Technician	I need to be able to Reject the Application which will notify the applicant Notice of Intent to Deny (NOID). Only if there is an appeal is there an Enforcement case created. This may be handled by a document upload which will trigger the creation of an enforcement case.	
3f	NP-29	Withdraw Application	BON Technician	I need to be able to Withdraw an application if the Registered Public user requests it which will be accomplished using Workflow.	
3g	NP-30	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	* Assumes no more than 10 COA share across all record types
3h	NP-31	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
4	NP-32	**Issue License**	BON Technician		
4a	NP-33	Issue License	BON Technician	I want to Issue the License by updating Workflow which and closes the Application Record and generates the License Record and License Professional Record and generates a notification to the Applicant. This record will be added to a Record Set for Batch Printing on a nightly basis.	
4b	NP-34	Print my License Online	Practical Nurse	I want to be able print or re-print my license online	* Assumes standard Script process to create the License Attachment
12	NP-35	**Lookup License Status**			
12a	NP-36	Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website	
12b	NP-37	Web Service License Status Lookup	External Agency	I need the ability to perform a lookup of the status of any License Professional via a Web Service call	* Assumes the use of the Construct API
13	NP-38	**Batch Upload Scanned Files**			

Record Type(s): Nurse Practitioner

Description: A Registered Nurse Practitioner is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description		Actor	Story	Technical Assumptions
13a	NP-39		Batch Upload Scanned Files	BON Technician	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning Assumes scanned documents contain cover sheets with appropriate metadata to properly link the correct Record ID and Document Category

Record Type(s): Nurse Aid Training Program

Description: A Nurse Aid Training Program is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1	NAT-1	**Submit an Application Online ***	Registered Public User	I want to be able to apply for my Practical Nurse License online and manage the Application, License, and Renewal Process	* Assumes a record type for Nurse Anesthetist Application as an Amendment to Nursing License
1a	NAT-2	Register for an Account / Link To Existing	Registered Public User	I need to register for an account online and create contact information to use with my application. We will be importing user accounts for historical and will need the ability to link a newly registered user to an existing License Record	
1b	NAT-3	Designate Delegates for my Account	Registered Public User	I need to be able to designate delegates to my online account to upload documents, make payments, etc.	
1c	NAT-4	Find Application type in Citizen Access	Registered Public User	I need to find the right application type in the Apply for a License section in Citizen Access so I can begin the application process	* Assumes one Accela Citizen Access page flow shared for all LPN records
1d	NAT-5	Add contacts	Registered Public User	I need to add personal contact information including veteran status that is appropriate for my license type so I can be contacted and my personal information can be validated. If a SSN is not provided a document condition will be automatically added to the record for an affidavit.	Assumes standard contact features leveraging off the shelf scripts for adding new contacts. Assumes fees are not applied to veterans
1e	NAT-6	Complete a form with Custom Fields	Registered Public User	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	* Assumes no more than 3 Groups with no more than 10 custom fields per group.
1g	NAT-7	Complete a form with Custom Lists	Registered Public User	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	* Assumes no more than 1 group with no more than 5 lists

Record Type(s): Nurse Aid Training Program

Description: A Nurse Aid Training Program is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
1h	NAT-8	Upload Documents of a specific type(s)	Registered Public User	I need to upload specific documents that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	Assumes no more than 10 document types in a single group. Assumes interface with 3rd Party EDMS System
1i	NAT-9	Pay an Application Fee Online	Registered Public User	I need to pay the appropriate fee for my license type so that the Nursing Board will determine my eligibility. Veteran's are exempt from some fees.	* Assumes the same interface is deployed as used on other SOM projects.
1j	NAT-10	Submit Application	Registered Public User	I need to be able to submit my application online	
1k	NAT-11	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	* Assumes leveraging of Best Practice Template Licensing Workflow
2	NAT-12	**Process a Mailed Application in the Back Office ***	BON Technician	I want to process a new application so the applicant can be registered.	
2a	NAT-13	Add contacts	BON Technician	I need to add personal contact information that is appropriate for my license type so I can be contacted and my personal information can be validated	* Assumes same record type shared above
2b	NAT-14	Enter Custom Field Information	BON Technician	I need to add specific information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Good Moral Character and Licensed Type.	See above
2c	NAT-15	Enter Custom List Information	BON Technician	I need to add specific table information that is needed for this license type so that the Nursing Board can accurately determine my eligibility. Such as Licensed in States and Professional Education.	See above
2d	NAT-16	Upload scanned Documents	BON Technician	I need to upload specific documents sent in by the Applicant that are required for my license type so that the Nursing Board can accurately determine my eligibility. Such as Sanctions Imposed, Felony Convictions, Criminal Board Information, etc....	See above

Record Type(s): Nurse Aid Training Program

Description: A Nurse Aid Training Program is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
2e	NAT-17	Process a Fee	BON Technician	I need to enter all the information to pay the appropriate fee for this license type so that the applicant becomes eligible to register.	* Assumes 1 Fee Group with less than 20 fees Shared across all records
2f	NAT-18	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application and an Inspection can occur to validate educational requirements, background checks, and other information provided	
2g	NAT-19	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	See above
2h	NAT-20	Provide Receipt via mail or online	BON Technician	I want to be able to provide a receipt online or via mail.	
3	NAT-21	**Conduct Verifications for Information Submitted**	BON Technician	I want to be able to inspect information submitted by the Applicant	
3a	NAT-22	Validate Documents and Information Submitted	BON Technician	I would like to be able to validate documents submitted and application data.	
3b	NAT-23	Request additional information	BON Technician	I would like to request that the applicant submit more documents based upon inspecting data submitted.	
3c	NAT-24	Complete Education Information	BON Technician	I need to add completed Education to meet the requirements of the application	* Assumes Education Types and Education Providers are configured for this application type
3d	NAT-25	Reject Application	BON Technician	I need to be able to Reject the Application which will notify the applicant Notice of Intent to Deny (NOID). Only if there is an appeal is there an Enforcement case created. This may be handled by a document upload which will trigger the creation of an enforcement case.	
3e	NAT-26	Withdraw Application	BON Technician	I need to be able to Withdraw an application if the Registered Public user requests it which will be accomplished using Workflow.	
3f	NAT-27	Complete Conditions of Approval	BON Technician	I want to complete the checklist so I can finalize an application.	* Assumes no more than 10 COA share across all record types

Record Type(s): Nurse Aid Training Program

Description: A Nurse Aid Training Program is a Nurse Licensed by Endorsement or Exam to provide Health Related Functions in the State of Michigan and has a specialty license added on to there existing Nursing License that will expire the same time as the Nursing License. All activities around renewals, allegations, enforcement, reinstatement, and relicensure will happen as related records to the parent Nursing License.

User Stories

Epic	Unique Identifier	Epic Description	Actor	Story	Technical Assumptions
3g	NAT-28	Update Workflow	BON Technician	I need to update the workflow to the appropriate tasks so that I can indicate the progress being made in processing the application.	See above
4	NAT-29	**Issue License**	BON Technician		
4a	NAT-30	Issue License	BON Technician	I want to Issue the License by updating Workflow which and closes the Application Record and generates the License Record and License Professional Record and generates a notification to the Applicant. This record will be added to a Record Set for Batch Printing on a nightly basis.	
4b	NAT-31	Print my License Online	Practical Nurse	I want to be able print or re-print my license online	* Assumes standard Script process to create the License Attachment
12	NAT-32	**Lookup License Status**			
12a	NAT-33	Lookup License Status via Citizen Access	Registered Public User	I need the ability to lookup the status of any License Professional via the Citizen Access Website	
12b	NAT-34	Web Service License Status Lookup	External Agency	I need the ability to perform a lookup of the status of any License Professional via a Web Service call	* Assumes the use of the Construct API
13	NAT-35	**Batch Upload Scanned Files**			
13a	NAT-36	Batch Upload Scanned Files	BON Technician	I need the ability to scan files in batch and have them automatically linked to the appropriate License, Application, or Renewal Transaction Records.	Assumes Interface with 3rd Party Electronic Document Management System that supports bulk scanning Assumes scanned documents contain cover sheets with appropriate metadata to properly link the correct Record ID and Document Category

Task Name	Duration	Start Date	End Date	Assigned To	% Complete	Predecessors	Comments
SOW 1 - Nursing	[illegible]	[illegible]	[illegible]		0%		
Execute Change Notice (SOW 1)	0	[illegible]	[illegible]	LARA	0%		
Project Startup	[illegible]	[illegible]	[illegible]		0%		
Project Kickoff Meeting	[illegible]	[illegible]	[illegible]	LARA, Accela	0%		Deliverable 1 - Payment Milestone
Define Prep Tasks and Background Material	[illegible]	[illegible]	[illegible]	Accela, LARA		4	
Provide Access to Legacy Data System	[illegible]	[illegible]	[illegible]	LARA		4	
Provide Background Material to Accela	0	[illegible]	[illegible]	LARA		4	
Prepare Accela Hosted Instance for BPL	0	[illegible]	[illegible]	Accela		4	
Core Team Training	3d	[illegible]	[illegible]	LARA, Accela			
Nursing Foundation (Sprint 0 Backlog Development)	[illegible]	[illegible]	[illegible]				
Work Session Prep	5d	[illegible]	[illegible]	Accela		9	
Backlog Discussion Work Sessions	[illegible]	[illegible]	[illegible]	LARA, Accela			Work session days will include up to 5 hours of meeting time per day.
Interface Analysis Drilldown Session	3d	[illegible]	[illegible]	Accela, LARA			
Report Analysis Drilldown Session	1d	[illegible]	[illegible]	Accela, LARA		15	
Data Conversion Analysis Drilldown Session(s)	[illegible]	[illegible]	[illegible]	Accela, LARA		16	
Post-Session Backlog Compilation	4d	[illegible]	[illegible]	Accela		16	
Estimate Backlog and Assign Story Points	[illegible]	[illegible]	[illegible]	Accela, LARA		18	
Product Backlog Validation and Release Planning Session	3d	[illegible]	[illegible]	Accela, LARA		18, 19	
Develop Draft Implementation Plan (Release Roadmap, Sprint Backlogs)	[illegible]	[illegible]	[illegible]	Accela		20	
Finalize Sprint 1 Backlog	1d	[illegible]	[illegible]	Accela, LARA		21	Deliverable 2 - Payment Milestone
Construction - Build Sprints	110d	[illegible]	[illegible]				
Build Sprint 1 - Core Configuration, Data Source Cleansing	10d	[illegible]	[illegible]	Accela, LARA		22	
Build Sprint 2 - Core Configuration, Data Source Analysis	20d	[illegible]	[illegible]	Accela, LARA		24	Deliverable 3 - Payment Milestone Extended completion date of sprint to account for scheduling around expected PTO/holiday impact.
Build Sprint 3 - Core Configuration, Data Mapping	10d	[illegible]	[illegible]	Accela, LARA		25	
Build Sprint 4 - Data Mapping, Automations	10d	[illegible]	[illegible]	Accela, LARA		26	Deliverable 4 - Payment Milestone
Build Sprint 5 - Test Conversion, Reports, Automations	10d	[illegible]	[illegible]	Accela, LARA		27	Extended completion date of sprint to account for scheduling around expected PTO/holiday impact.
Build Sprint 6 - Test Conversion, Reports, Automations	10d	[illegible]	[illegible]	Accela, LARA		28	Deliverable 5 - Payment Milestone
Build Sprint 7 - Test Conversion, Reports, Automations	10d	[illegible]	[illegible]	Accela, LARA		29	
Build Sprint 8 - Test Conversion, Reports	10d	[illegible]	[illegible]	Accela, LARA		30	Deliverable 6 - Payment Milestone
Build Sprint 9 - Interface Dev and Test	10d	[illegible]	[illegible]	Accela, LARA		31	
Build Sprint 10 - Interface Dev and Test	10d	[illegible]	[illegible]	Accela, LARA		32	Deliverable 7 - Payment Milestone
Readiness - Hardening & Production Release Sprints	30d	[illegible]	[illegible]			33	
Code Migration and Data Conversion to Test	3d	[illegible]	[illegible]	Accela		33	
End-to-end Testing	20d	[illegible]	[illegible]	LARA		35	
Defect Correction	5d	[illegible]	[illegible]	Accela, LARA		36	
Defect Verification and Go Live Readiness Check	3d	[illegible]	[illegible]	LARA, Accela		37	
End User Training (LARA Trainer Led)	5d	[illegible]	[illegible]	LARA		38	
Code Migration and Data Conversion to Prod	3d	[illegible]	[illegible]	Accela		39	
Prod Verification Test	2d	[illegible]	[illegible]	LARA		40	
Go Live	0	[illegible]	[illegible]	LARA, Accela		41	Deliverable 8 - Payment Milestone

Unique Identifier	Report Name	*Purpose*	Complexity	Crystal/Ad Hoc
RPT-1	Bulk – Renewal – Gen Audit - CE	*Generates 10% of the licensees who renewed during the last renewal cycle (specified by date range). This percentage is less for nursing due to the volume. We will need to have a similar report set up to audit those that apply by relicensure. Report is used to generate file folder labels and is dumped into a spreadsheet to be used for mail merge letters.*	Low	Ad Hoc
RPT-2	BPL Renewals Report	*We use this report to send deficiency notices to those that answer incorrectly during the online renewal.*	Low	Ad Hoc
RPT-3	BHCS Active License Holds in Renewals	*Currently used so we can renew the licenses of those licensees who do not have a ssn and have the automatic ssn hold placed.*	Low	Ad Hoc
RPT-4	BHCS Active Person Holds in Renewal	*Report used in the past when holds were octually placed on records during renewal due to the responses of the renewal questions. Would only be used to clean up old holds.*	Low	Ad Hoc
RPT-5	Active Licenses Information by Type	*Report is used to gather real time data for the number of active licenses for a specific license type.*	Low	Ad Hoc
RPT-6	Alert/Hold Report	*Report would be used to determine the number of a specific type of hold or alert.*	Low	Ad Hoc
RPT-7	BHCS Active Holds	*Report use to determine what holds are currently on active licenses.*	Low	Ad Hoc

Unique Identifier	Report Name	*Purpose*	Complexity	Crystal/Ad Hoc
RPT-8	BHCS Active Holds by Hold/Alert Reason	*Report is sorted by Date placed. Report used to determine what active holds are currently in place.*	Low	Ad Hoc
RPT-9	BHCS Active License Counts	*Only used for statistical purposes.*	Low	Ad Hoc
RPT-10	BPL Application Customer File Labels – Sly	*Generates a report that is used to print file labels for all professions in Kathy Sly's section*	Low	Ad Hoc
RPT-11	BPL Application Customer File Labels - Cle	*Generates a report that is used to print file labels for all professions in Linda Clewley's section*	Low	Ad Hoc
RPT-12	License Listing	*Report is mainly used for statistical purposes.*		
RPT-13	Licenses by Status	*Is only used for statistical purposes.*	Low	Ad Hoc
RPT-14	MWBC Complete with Complete Checklist	*This report is run to pull pending files where the last item that was needed was the fingerprints and they have cleared. We pull files and issue licenses based off this report.*	Low	Ad Hoc
RPT-15	MWBC Checklist Report	*This report is run to pull pending files where the fingerprints cleared and an applicant is either eligible for an exam, need their conviction explanation cleared, or can have their license issued. We pull pending files and take the next appropriate step based off this report.*	Medium	Ad Hoc
RPT-16	Health GSI	*For processing IRMA files (pulls dota for L2K for GSI Spreadsheets)*	Unknown	Unknown
RPT-17	MyLicense Application Data	*Prints Online Medicine Applications for Processing*	Unknown	Unknown
RPT-18	Summary Count of Licenses by Lic. Status	*Provides counts of licensees in a particular status when needed for informational purposes.*	Low	Ad Hoc

Unique Identifier	Report Name	*Purpose*	Complexity	Crystal/Ad Hoc
RPT-19	Eligible for Exam Checkoff Listing	*This is used specifically for Pharmacist to determine who has actually already registered throught the NAPB*	Low	Ad Hoc
RPT-20	Honorably Discharged Veteran Impact	*This report captures the number and amount of fee exemptions for honorably discharged veterans. Utilizes profession and license type field. Report is given for the number per profession, the total application fees, the total in licensing fees, any amount that would have been allocated to a specific fund, the total of fees exempted per profession and in total for the fiscal year. It also lists out the Actual costs of the exemption (staff time).*	Medium	Ad Hoc
RPT-21	Licensing and Regulatory Programs	*Similar to the Board Activities Annual Report. The Licensing portion requires date to be pulled per profession and license type for the number of new and renewal applications, the number of initial and renewal apps approved and denied, processing time in days. It also includes the average time to approve renewal apps, the average time to deny initial apps, and the average time to deny renewal apps. Reports on the number of exams given.*	High	Crystal
RPT-22	Licensing Application Professing Times (Red Tape Report – Occupational Code)	*For those occupational professions that have "red tape" requirements (processing done with 90 days) in statute we need to be able to pull the license type, the number of applications processed timely, the number of renewals processed timely, number of applications denied, the number not issued timely, and the amount of money that is refunded for noncompliance.*	High	Crystal

Unique Identifier	Report Name	Purpose	Complexity	Crystal/Ad Hoc
RPT-23	Board Activities Annual Report	*Report broken down by profession and license type. For the Licensing portion, we need to be able to pull the total number of application received (broken down by type), the amount of exams proctored for initial applications, and calculate the total number of fees (revenue generated) and expenditures disbursed.*	Medium	Crystal
RPT-24	% of Licenses Issued in XX amount of weeks	*Uses the profession, license type, date fee received, and date licensed issued*	Medium	Ad Hoc
RPT-25	% of applications reviewed with XX amount of days	*Uses the profession, license type, date fee received, and date licensed issued, sent a deficiency notice, or denied.*	Medium	Ad Hoc
RPT-26	Verifications completed within XX amount of days	*This is not something that is currently pulled from the database but from separate tracking spreadsheets. To create a report we would need to be able to pull in fields such as the profession, license type, date fee received or the date the request was received and the date the verification wos processed. Need the ability to exclude holidays and weekends if applicable.*	Medium	Ad Hoc
RPT-27	Applications data entered within XX amount of business days	*Uses the profession, license type, date fee received and the date entered into the database. Need the ability to exclude holidays and weekends if applicable.*	Medium	Ad Hoc
RPT-28	% rating of satisfactory/very satisfactory on how an individual would rate their overall experience with LARA and % for same day or faster for how fast an individual received a satisfactory response	*Both of these metric are derived from the BPL Customer Satisfaction Survey. The link is sent out via govDelivery in an email blast. It would be nice to have an survey and tracking system built into the new database to gauge the average responses to the*	Low	Ad Hoc
RPT-29	Activity UsageSummary	*Captures activities used during a specified time period*	Low	Ad Hoc

Unique Identifier	Report Name	Purpose	Complexity	Crystal/Ad Hoc
RPT-30	BHCS Allegations Received by Category	*Captures types of allegotions received per profession for a specified time period*	Medium	Ad Hoc
RPT-31	BHCS Current Caseload by Group and Category	*Captures all open cases assigned to a specific work group, sorted by complaint category*	Low	Ad Hoc
RPT-32	BHCS Total Complaints Opened/Closed by Category	*Captures number of files closed, sorted by type of case, specified time period and disposition*	Low	Ad Hoc
RPT-33	Complaint Detail and Activity Report	*Captures every activity entered into L2K for individual files (can be run as a user or admin report)*	Low	Ad Hoc
RPT-34	Complaint History	*Captures all open and closed allegation files by individual respondent (can be run os a user or admin report)*	Low	Ad Hoc
RPT-35	Current Caseload by Worker	*Captures all files assigned to individual worker*	Low	Ad Hoc
RPT-36	Record Center/Extensions	*Captures closed files by Record Center location (lot and box) for specified time period. Do not use the report for extensions.*	Low	Ad Hoc
RPT-37	Total Complaints Opened/Closed by Category	*Captures all files opened and closed within specified time period*	Low	Ad Hoc
RPT-38	Current Caseload by Group	*Captures all coses assigned to the complaint group, sorted by Dote this Worker*	Low	Ad Hoc
RPT-39	Current Caseload by Group	*Captures all cases assigned to the complaint group, sorted by Respondent*	Low	Ad Hoc
RPT-40	BHCS Current Caseload Summary for HID	*Captures caseload; including number of cases within timeframes, overage days @ Worker, # of Standard cases ond # of Complex cases, and % of complex cases (each complaint group)*	High	Crystal
RPT-41	BHCS Completed Activity Summary By Worker	*Captures completed cases; included number of cases completed within timeframes and average # of days to complete. Sorted by complaint group, and beginning and ending activities*	High	Crystal
RPT-42	BHCS Current Caseload by Group for HID	*Captures all open cases assigned to eoch responsible worker for the comploint group, sorted by Authorizotion Date - ensure that dato or activities entered into L2K is accurate*	Medium	Ad Hoc

Unique Identifier	Report Name	Purpose	Complexity	Crystal/Ad Hoc
RPT-43	BHCS Completed Activity Report for HID by Responsible Worker	*Captures completed cases by worker, # of date to completed, sorted by beginning and ending activities and complaintgroup*	Low	Ad Hoc
RPT-44	BHCS Completed Activity Report for HID by Responsible Worker	*Captures additional investigations by worker, sorted by beginning and ending activities and complaint group - ensure that data or activities entered into L2K is accurate*	Low	Ad Hoc
RPT-45	BHCS Completed Activity Summary by Worker	*Captures cases assigned, sorted by complaint group and beginning and ending activities*	Low	Ad Hoc
RPT-46	BHCS Completed Activity Summary by Worker	*Captures cases completed-approved, sorted by complaint group and beginning and ending activities*	Unknown	Unknown
RPT-47	BHCS Current Case Assignment	*Captures cases assigned to responsible worker, sorted by complaintgroup*	Low	Ad Hoc
RPT-48	Complaint History	*Captures complaint history of respondent*	Medium	Ad Hoc
RPT-49	BHCS Current Caseload by Worker for HID	*Required for Legislative purposes (90 Day Extensions)*	Low	Ad Hoc
RPT-50	Active PAs, NP & Midwives in Michigan	*Captures total numbers***	Low	Ad Hoc
RPT-51	Active DDS-MD-DO-OD-PODS-RPH-VETS w/Active CS License	*Captures total numbers ***	Low	Ad Hoc
RPT-52	ErrorCorrection_Inspections_Closed-With Missing Insp_Grade-Result.rpt	*ensure thot data or activities entered into L2K is accurate*	Low	Ad Hoc
RPT-53	ErrorCorrection-Inspections_Open_ALL-noStaffListed.rpt	*Captures the error as stated - ensure that data or activities entered into L2K is accurate*	Low	Ad Hoc
RPT-54	ErrorCorrection-Investigations_Completed_Wrong_End_Dates-All.rpt	*Captures the error as stated - ensure that dota or activities entered into L2K is accurate*	Low	Ad Hoc

Unique Identifier	Report Name	*Purpose*	Complexity	Crystal/Ad Hoc
RPT-55	Inspections_Closed-All_RoutineByViolationDate.rpt	*Captures inspection requests completed by responsible worker - ensure that data or activities entered into L2K is accurate*	Low	Ad Hoc
RPT-56	Inspections_Open_All-AllStaff.rpt	*Captures current caseload of all inspection requests assigned to responsible worker - ensure that data or activities entered into L2K is accurate*	Low	Ad Hoc

State of Michigan

Glossary of terms

Potential Questions	Answer	Reference	Link
What is a Record Type and how does that correlate to Licensing?	We discuss a Record Type in the stories as a way to configure an Application, License, Renewal and Amendment forms that have specific data elements that can be captured. Those elements might be the Applicant, Address for Applicant, Qualilfications for the requested License, Status of Application, and specific key dates as defined by the SOM team.	Page 14 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
Why do you use separate record types in the Story?	As mentioned in the answer above we logically group records based upon the data being collected. For instance, you might want to have an Record to track the Application for a LPN, as well as, the reinstatement of the LPN license so that the reinstatement has a checklist or worklfow of activities that must occur.	Page 14 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
What is a Citizen Access page flow?	A Citizen Access Page flow gives the agency the ability to modify the data flow by page and section. As you define a flow you can also build Automation that occurs between one page to the next with Business Rules. As well as, you can define page flow validation where a specific field might need to become required if a certain value is chosen.	Page 9,13, and 15 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
What are custom fields?	A custom field is any data field that is not a standard field in the system which can be added to the system with no programming.	Page 7 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
What are custom lists?	A custom list similar to a custom field is not a standard field in the system which can be added to the system with no programming. The difference is the view of the data in the UI operates more like an excel spreadsheet with rows and columns of data.	Page 7 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
What is a Condition of Approval (COA)?	A condition of approval is a type of condition that allows a user to define an approval process around requiring a Drive License, specific forms, etc...	Page 11 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD

What is an Amendment and how many can you have?	An amendment to an application is where the user requests a change to the submitted application or license. We typically configure one amendment record type per application/license process. With that being said, from the end user standpoint they can submit as many amendments to the application as the agency will allow. For example, if I change my address each year for 15 years I might have 15 amendments to my LPN License.		https://accela.force.com/success/06932000002YCZD
What is a Document Type?	A document type is used to further define how and attachment is identified, such as a document, image, plan, identification. We can define a group of document types and associate them to certain record types.	Page 5 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
What is a Fee Group?	A fee group is used to group individual fee items based upon record types.	Page 9 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
What is a Standard Renewal Process?	A standard renewal process is how the system leverages functionality around applications or permits that might expire based upon status or date.		https://accela.force.com/success/06932000002YCZD
What is a Batch Process?	A batch process is a tool that has a User Interface so that you can execute processes to occur on more than one record at a time. For instance, a typical batch process is to set all records of a certain License type to a status of About to Expire where the date falls into a certain range	Page 5 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
What is an inspection and checklist?	An inspection is an observation on something that has occurred on a Record.	Page 12 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
What is a Workflow in the system?	Workflow is used to define a process that has certain date and status requirements that shows the logical flow of a Application, License, or Record within an angency.	Page 18 of 8.0.2 Master Glossary	https://accela.force.com/success/06932000002YCZD
Solution provides for one fee assessment script per application, which is the also utilized as the citizen portal script	This is answered above. We recommend trying to consolidate any assessment of fees into one script per application type so that maintainability is easier.		

The back office Intake Form configurations are uniform across license types.	We recommend that the flow of the intake form be consistent and leverage only one flow across the multiple types of licenses and records. For instance, first section application, second section address, third section custom fields.		

This section contains a listing of terms related to the Civic Platform 8.0 release. Where possible, terminology associated to prior versions is referenced to provide context for existing customers. Terms that have been retired or have no relevance within the new User Interface are listed at the end of the document.

Term	Description
AA Accela Automation	See *"Civic Platform"*
ACA Accela Citizen Access	A configurable Web-based application that integrates with the Accela Civic Platform to provide citizens with online access to government services and information.
AGIS Accela Civic Platform - GIS Accela Geographic Information System	A software application that integrates with Accela Automation to provide automated maps from a central database. The maps can provide a geographic representation of all land-use, zoning, and infrastructure information associated with a parcel, permit, inspection, or plan, as well as many other functions.
Accela-Hosted Model	An architectural model where Accela hosts the Accela Civic Platform server at its data center. Also commonly referred to as "Cloud-hosted".
AIVR Accela Interactive Voice Response	A voice recognition system that allows users to perform tasks associated with land inspections and permitting over the telephone.
Accela Mobile **Formerly** – Accela Mobile Office (AMO) Retired: AW Accela Wireless	A mobile government application that integrates with Accela Automation to extend processing capabilities to the field. This system is useful for activities such as inspections, investigations, disaster response, code enforcement, work orders, and service requests. Accela Mobile Office is designed for use in Windows 7 and Windows 8 environments. Additional Mobile applications are available for iOS and Android devices. See also: Accela Inspector, Accela Code Officer, Accela Work Crew.
Actions Button	On the Tasks Dashboard List View: Provides the user acces to commands that can be applied to one or more task items.
Ad Hoc Task	A task you can add to a standard workflow for a record.
Add-on	Products that agencies can add to Accela Automation to provide additional functionality such as wireless access, GIS connectivity, Web access, or interactive voice response. The add-on products include Accela Citizen

Term	Description
	Access, Accela Civic Platform GIS, Accela Mobile, and a variety of iOS and Android mobile applications for field use.
ADS Accela Document Service	A database for electronic documents that interfaces with Accela products.
APO Address, Parcel, and Owner	Addresses are physical locations related to parcels. Parcels are pieces of land with specific locations and legally defined boundaries. Parcels can have multiple addresses. An owner is associated with specific parcels and is typically the main person responsible for a parcel, as well as the point of contact.
Application Bar	The dark bar at the top of the webpage that helps a user navigate throughout the system. Clicking on the Agency Name on the left side returns a user to the Home Page. Clicking on the Settings (gear icon) to the right provides the user options to navigate to the Administrative Tools, switch to the Accela V360 console, access help menus or Log Out. *Note: The option to switch to the V360 and Accela Automation Classic views will be provided initially for agencies to get familiar with the new interface and will eventually be phased out in future versions.*
ASI Application-Specific Information	See *"Custom Fields"*
ASIT Application-Specific Information Table	See *"Custom Information Table"*
Basemap	Within the Map Dashboard: The map background loaded within the dashboard with options that include imagery, topographic, street, and several others.
Bookmark location	Within the Map Dashboard: A saved location within the map. This allows a user to immediately load areas of interest within the map.
Buffer	Within the Map Dashboard: An Area defined by distance from a point or polygon centroid within the map. This is typically used within Planning to identify adjacent properties for notifications as well as to verify or alert the user to sensitive land uses.

Term	Description
Case	The basic record in the Enforcement module. Each permit, license, complaint, internal service request, evaluation, and other forms that an agency manages is identified with a unique number. In training and configuration documents, referred to generally as: *"Record"*.
Civic Platform	An enterprise software application that provides government agencies with a complete solution to automate their workflows, manage forms, track activities, perform cashiering, and many other critical tasks. This software can automate the activities of a single department or manage the services of an entire jurisdiction. Accela Civic Platform also connects separate systems and users across departments by integrating an agency's enterprise information and providing a personalized and easy-to-use interface to access the information. Referred to in previous versions as *"AA"* or *"Accela Automation"*.
Cloning	The act of creating a duplicate permit application, asset, or service request using an existing permit application, asset, or service request as a template. When you clone a record, you are creating a duplicate with a new record ID number. The source record is known as the parent, and the new cloned record is the child. When more than one record is cloned from a source parent, each cloned record is a sibling to the others.
Cluster Map	Map view in which locations are marked by numbered dots that represent grouped locations.
Condition	A condition is a requirement applied to a record (or component of a record) that the applicant must fulfill to qualify for approval. Although conditions do not necessarily impose holds, they can prolong the permitting process until they are met. There are four severities that can be assigned to conditions: • *Lock*: Prevents you from scheduling or updating inspections; adding or editing reference objects; processing fees or cashiering; processing workflow tasks; and editing the record status, additional information, record-specific information or renewal information. Essentially, the record is locked until the condition is met.

Term	Description
	• *Hold*: Prevents you from scheduling or updating inspections, processing workflow tasks, and processing fees or cashiering. • *Notice:* Indicates special instructions to the person completing the record. Notices do not inhibit the record process in any way. • *Required:* Unique to workflow tasks, the required severity indicates a certain activity or field must be completed before the user can proceed to the next activity.
Contacts	Any significant party (excluding licensed professionals) who participates in the record's process, such as the applicant, billing contacts, or legal contacts.
CSV Comma-Separated Value	This file format is a portable representation of a database that you can view and modify with Excel. You can create a report from a list page by exporting all of the records in the list to a CSV file.
Custom Fields	Agency-defined fields that are unique to a record type, checklist item, inspection, workflow task, or reference object such as an address, parcel, owner, contact or license professional. Referred to in previous versions as: "*Application Specific Information (ASI)*" and "*Task Specific Information (TSI)*"
Dashboard	Task-centric and Map-centric views of records, inspections, and reference objects within the system.
Dashboard Toggle	Panel at the top of the Main Menu Bar that allows you to switch between the Task Dashboard and the Map Dashboard.
Default Extent	Within the Map Dashboard: Shows the initial area shown on the map on load.
EDMS Electronic Document Management System	The system that enables you to attach documents and images to records and inspections.
EMSE Event Manager and Script Engine	Ability to automate functions with a set of pre-configured EMSE scripts. These script controls provide parameters to a master script that executes functions based on the defined parameters.

Term	Description
ESRI Environmental Systems Research Institute	The institute that sets the standard in geographic or spatially referenced systems and applications.
Establishment	A business or residence that occupies space in a structure. Establishment records can have address, parcel, and owner information, and can be associated with structure records.
FID Function Identifier	Four-digit identification numbers that enable and disable fields, security permissions, and functionality in Accela Automation.
Field	An area in the database and interface that contains a particular type of data.
Filter	My Searches available on the Task Dashboard that show commonly searched items by type, assignment, due dates or any other combination of search criteria available for inspections, meetings, or tasks.
GIS Geographical Information System	A program that manages and tracks map information. Accela GIS is a GIS interface that integrates with Accela Automation.
Global Search	Search tool that allows the user to search by keywords to find records, documents, and reference objects within the system. The global search can be accessed by clicking on the second panel from the top in the Main Menu Bar.
Checklist	A checklist, questionnaire, or outline of steps for an inspection or document review. Checklists help inspectors and plans examiners complete their work more effectively and with a higher degree of detail. Formerly referred to as *"Guidesheets"*.
Heat Map	Map view in which items are indicated by gradient hotspots. For example areas with high concentrations of a particular item are indicated visually by a particular color in accordance to their density or frequency.
Home Page	The default landing page and starting point for anything a user wants to do within the user interface. This page appears first upon login. Clicking on the agency name in the upper left-hand corner will return the user to the Home Page. The homepage consists of the Task Dashboard, the Application Bar, the Main Menu, and panels to launch the Launchpad and Global Search features.

Term	Description
Incident	A record in the Enforcement module that indicates a one-time violation that can be easily corrected.
Inspection	A general observation of an asset or record. An inspection can include many specific observations.
Inspection Type	A specific kind of inspection.
Internationalization	A suite of features supporting the use of multiple languages in Accela Automation and Accela Citizen Access user interfaces.
Launchpad	The Launchpad allows the user to access specific pages (previously referenced as portlets) within the system such as Records, Alerts, Inspections, Sets, etc… Selecting a page from the launchpad opens the item up into a space that can be pinned to the Main Menu Bar for easy access. The Launchpad is also where the user opens a new application. The Launchpad also contains a list of Recently accessed records and reference objects (similar to the Navigation dropdown in previous versions) as well as shortcuts to reference data.
LHS	Life, Health, Safety
LHS Codes Life, Health, Safety Codes	Building and related codes that set standards intended to protect the life, health, safety, and welfare of residents. Users can set up LHS and non-LHS statuses on guide sheets. Users can also define the default items that appear, and set the default comments, status, and score for each checklist item.
License	A professional document, plate, or tag issued as proof of legal permission to do or own something. In training and configuration documents, referred to generally as: *"Record"*.
License Types	Variations of professional documents required by the local regulations that govern professionals.
Licensed Professional	A person with a professional license, such as a contractor, architect, engineer, or developer who is responsible for completing the application's proposed work.

Term	Description
Localization	The process of adapting Accela Automation and Accela Citizen Access user interfaces to a particular language and culture. It includes language support of multiple currencies, address formats, and date formats.
Main Link	A link on the console that contains a group of portlets that relate to one theme. A console can contain multiple main links.
Main Menu	Provides a user with the tools to access and organize work spaces as well as find what is needed. The Main menu provides the user with a control pad for adding, finding and accessing content. This menu is docked on the left-hand side of the user interface. This menu contains panels that allow the user to toggle between the Task and Map Dashboards, perform Global Searches, access the Launchpad, and also displays spaces currently open or pinned to the menu.
Map Dashboard	A feature that provides the user with another way to identify and analyze land-use, zoning, inspection, or services request routes, infrastructure, and other ger-centric information.
Map Layer Display	Controls which GIS layers and information appear on the map.
Module	Accela products that manage core business activities. Users are associated to one or more modules. Users with rights within multiple modules will have access to all records and features for which they have access within the same Dashboard. Common module distinctions are made between Permitting, Planning, Code Enforcement, Licensing, and Asset Management records and their functions.
My Searches	A predefined search that is created by a system administrator or user to help quickly access a list of items. Previously referred to as *"Quick Queries"* or *"Saved Searches"*
Object	In Mapping; A feature property that resides in a Feature Attribute Table (FAT) in GIS. An object may have many attributes. Every object exists on a layer with objects of the same type and class. Users can select one or more objects at a time. The number and types of objects are limited only by the number of layers an agency creates and maintains.
On-Premise	An architectural model where an agency hosts its own Accela Automation server. Also referred to commonly as "self-hosted".

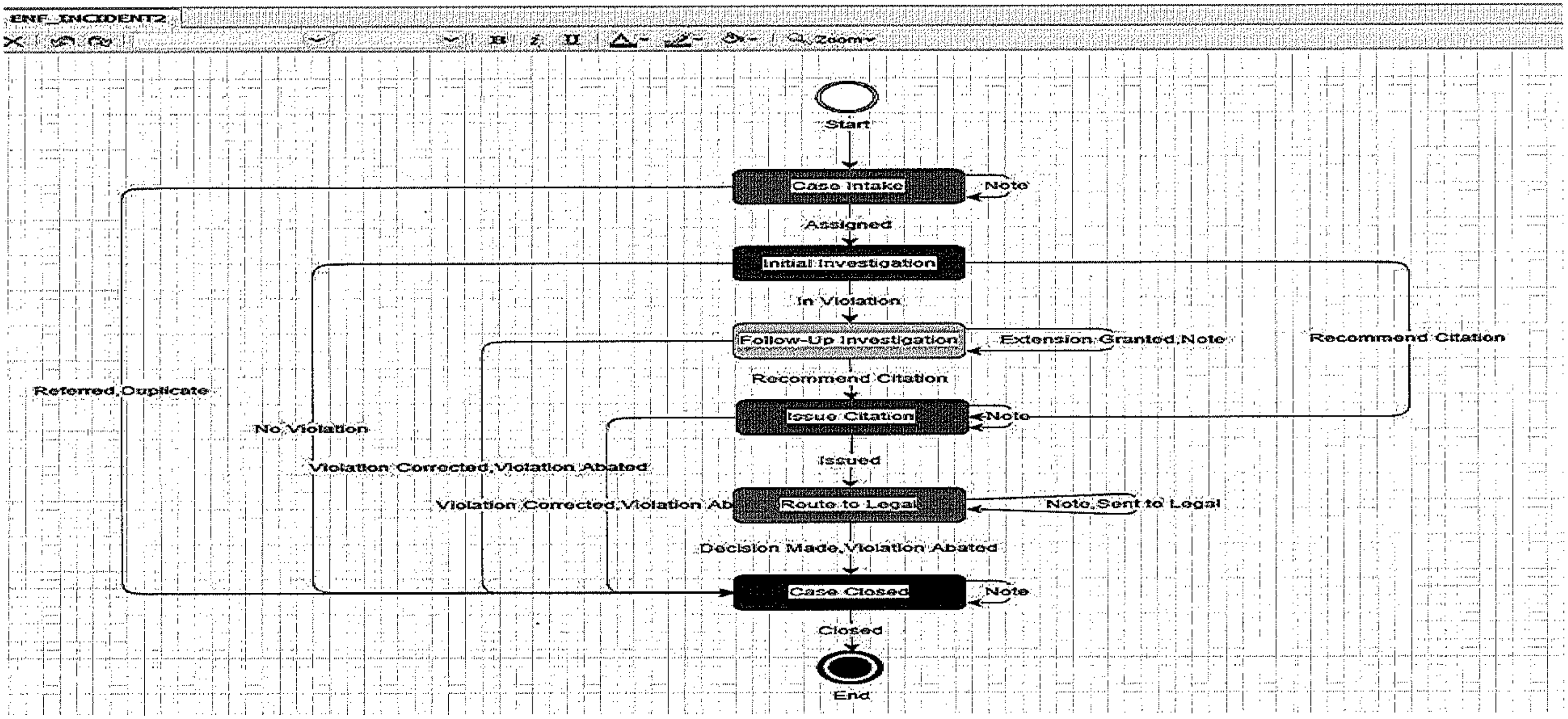
Term	Description
Organization	Any society associated with a case, project, or parcel, including public agencies, private businesses, and not-for-profit organizations. Organizations represent a collection of departments and divisions responsible for specific areas within an agency's jurisdiction and workflow.
Pages	Previously referenced as Portlets. A list of available pages can be accessed and set as favorites from the Launchpad.
Parcel	A piece of land, such as a tract or a lot, with a specific location and legally defined boundaries.
Parcel Number	An agency's Real Estate Assessor's parcel number or tax lot number.
Permissions	Controls that limit user access to certain tasks. The permission levels for each task are predefined and can be assigned to each user or user group.
Permit	Basic record entity used in Land Management-Permitting/Building Modules. In training and configuration documents, referred to generally as: *"Record"*.
Pin Map	Map View in which locations are marked with pins.
Pinned Space	A Space that has been designated by the user to be immediately available within the Main Menu bar.
Policy	A security rule that controls accessibility or restriction to a feature or capability in Accela Automation.
Preferred Language	The language you select when logging in. All data elements that support multiple languages display in the preferred language.
PM Preventative Maintenance Schedule	A scheduled task for specific assets that keep them in good working condition. Time and usage intervals determine the Preventative Maintenance schedule.
Primary Address	The principal address for an application or license. Sometimes referred to as the project address, street address, or site address.
Project	A group of related permits and other applications, such as a large development. Each project has a unique name and a project number.
Project Application Grouping	A collection of one or more (sub-application) component applications.

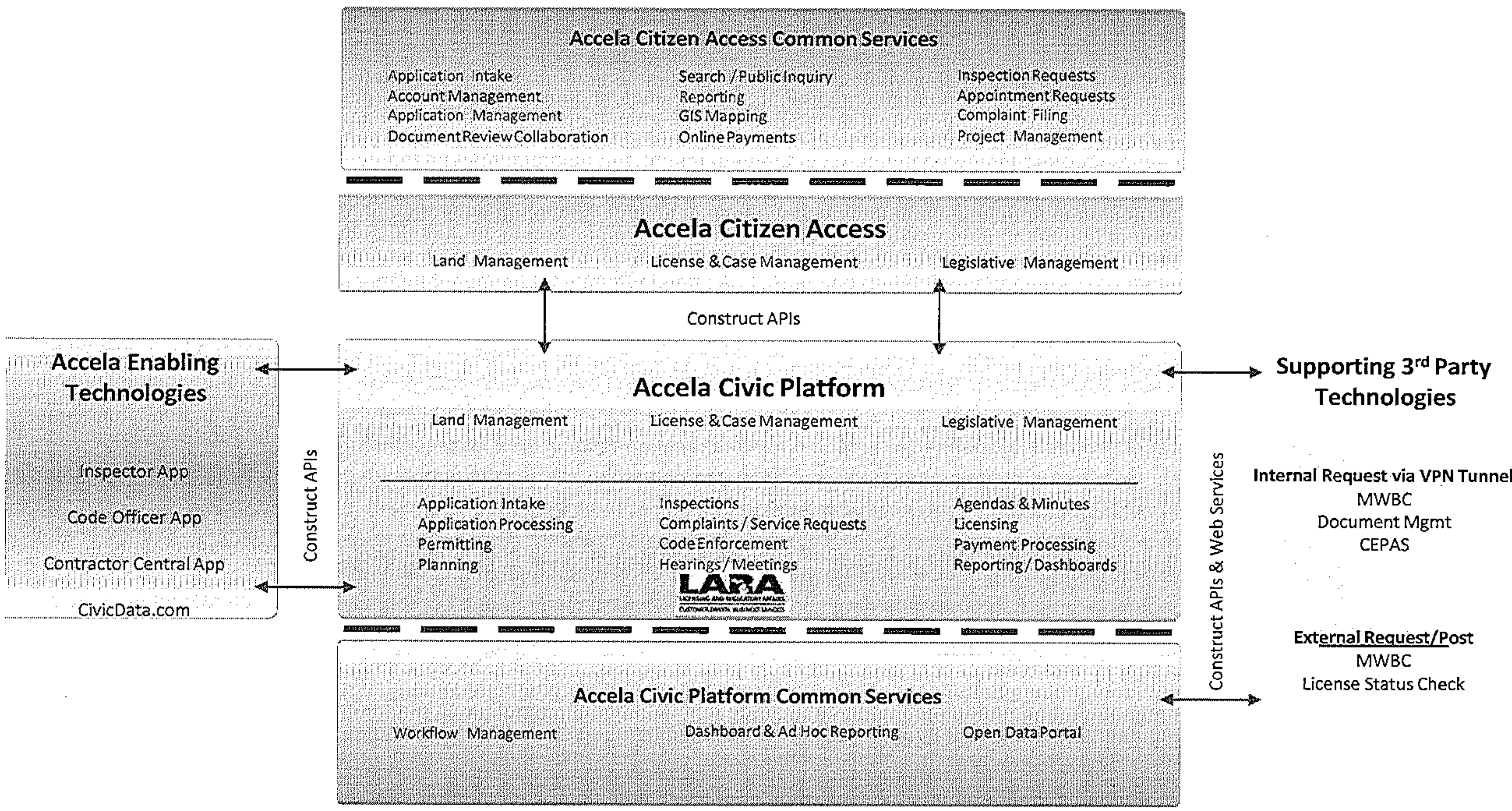
Term	Description
	Also referred to as Related Records.
Record	A term that represents the identification number of broad range of items or forms that users manage, such as application, case, license, permit, service request, and work order.
Record ID	The unique identification number of a record.
Record Types	Record Types are a way that an agency can organize applications in a group and define the complex processes required for completion, such as workflow, inspection schedules, and fees. They support the general business practices of the agency and the unique circumstances that are required for a specific type of application.
Redlining	Within the Map Dashboard: The ability to create temporary notes and annotations on a map. A user can create mark-ups, shapes, and text labels on a map and export for inclusion in agency documents, reports, or to attach to specific records.
Reference Data	Reference data comprises addresses, parcels, owners, contacts, and licensed professionals. Users can search the reference database from within Accela Automation and associate this data with records.
Report	The formatted result of a database query that is distributed as a printed form, a letter, or a collection of data.
Report Manager	A common service in Accela Automation that interfaces with major reporting engines such as Accela AdHoc Reports, Crystal Reports, Microsoft Reporting, and Oracle Reports. Reports written using these tools are set up in Report Manager and run from the Reports Page, Record Page, or any specific details page to which a report is associated.
Service Request	A request for an action or service. A service request requires that an action be completed before the request is resolved.
Set Processing	Enables agencies to organize multiple records, parcels, or service requests into a group. A set is a group of records, parcels, or service requests that users can use for batch processing. Sets can be used to simultaneously update the workflow for several permit applications or service requests.
SmartChart	A graphical representation of queried data that allows a manager to filter and review specific items such as new permits for this quarter, or the number of permits on Hold for this month.

Term	Description
Space(s)	Any Page, Record, or Reference item selected opens into a new space. These spaces stay anchored to the Main Menu until closed. Spaces can be pinned to the Main Menu so that they will be available to the user even after the user has logged out and logged back in.
Standard Choice	Standard Choices comprise a standard choice name, along with standard choice values, and value descriptions. Your system administrator uses Standard Choices to configure system switches, define values in a shared drop-down list, set default values for a field, or to configure EMSE Master Scripts.
Status	The state of a record, task, or inspection. A status might indicate a phase of a process, such as *Pending*, *Accepted* or *Failed*.
Structure	A building or development owned and maintained by an agency. Structure records can have address, parcel, and owner information associated with them. They can also have establishment records attached to them.
Target Language	The language into which text written in another language is to be translated.
Task Card Task Card View	An individual pane within the Task Dashboard that represents and Inspection, Task, Activity, Document Review, or Meeting. The task card provides information about the item at a glance. Each card contains a link that enables the user to open the item up into a space to get more information. A blue link indicates a hyperlink and if the Task title appears in black, the user does not have permission to act on the task. The Task Card Options Menu allows the user to identify the task type as well as act upon the task accordingly. This panel also lists relevant records or reference information. Each card lists Due Dates, Scheduled Times, Comments and other information as appropriate for the task type. Icons are also shown on each card to indicate the presence of a conditions.
Task Dashboard	A user's to-do list that is displayed in either a Card View or List View. These views can be toggled by the individual user as desired. Within the task view up to six cards are displayed containing information about Inspections, Workflow Tasks, Document Review Tasks, Activities, or Meetings assigned to the user. A filter button displays My Searches to assist the user with filtering by Due Dates, Status, task Type and other search criteria available.
Task List View	A tabular view of the user's Task Dashboard. This table displays a list of the user's Inspections, Tasks, and Meetings, their Due Dates, any

Term	Description
	conditions, Status, and concise details about each item. Upon load six items are visible. A "Load more.." link at the bottom of the space allows the user to expand the list. An Actions button is available within this view to take action on one or more of the items within the list.
Tax Lot Number	A designation provided by an agency's tax assessor's office.
Tract	Contiguous grouping of parcels that may or may not be owned by a single owner for a particular purpose. Tracts are commonly used for zoning distinctions, census groupings based on populations, or other Land Management purposes.
Transactional Data	Data associated with a residential permit, license application, or permit processing (for example) that an agency tracks as the work progresses.
TSI Task Specific Information	See *"Custom Fields"*
Tooltips	A small message that displays when you hover your mouse over a button.
Valuation	The monetary equivalent for a certain item, building, or type of work. The value for a project is known as the total job value and is calculated using a single valuation or a group of valuations. The valuation of a piece of work is calculated by multiplying a quantity such as floor area, linear feet of water pipe, or hours of labor by a unit cost such as $25 per linear feet and, in some cases, by a state or regional multiplier such as 1.2.
Wildcard	The percent symbol (%) represents any text or numerical value. You can use this wildcard to specify a query when the complete term or value is unknown.
Workflow	A set of tasks an agency defines and follows to process an application. These tasks are the essential steps in the application process, and are unique to each agency. Workflows function as a checklist once an application is submitted.
XAPO External Address, Parcel, and Owner	Address, parcel, or owner information pulled from records or datasets outside of Accela Automation.

Attachment E Enforcement Best Practice Template Workflow




Accela Citizen Access Common Services
Application Intake
Account Management
Application Management
Document Review Collaboration
Search / Public Inquiry
Reporting
GIS Mapping
Online Payments
Inspection Requests
Appointment Requests
Complaint Filing
Project Management
Accela Citizen Access
Land Management
License & Case Management
Legislative Management
Construct APIs
Accela Enabling Technologies
Inspector App
Code Officer App
Contractor Central App
CivicData.com
Construct APIs
Accela Civic Platform
Land Management
License & Case Management
Legislative Management
Application Intake
Application Processing
Permitting
Planning
Inspections
Complaints / Service Requests
Code Enforcement
Hearings / Meetings
LARA
Agendas & Minutes
Licensing
Payment Processing
Reporting / Dashboards
Accela Civic Platform Common Services
Workflow Management
Dashboard & Ad Hoc Reporting
Open Data Portal
Construct APIs & Web Services
Supporting 3rd Party Technologies
Internal Request via VPN Tunnel
MWBC
Document Mgmt
CEPAS
External Request/Post
MWBC
License Status Check

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

CONTRACT CHANGE NOTICE

Change Notice Number 16
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Julian Munoz
	925-659-3247
	jmunoz@accela.com
	*******7678

STATE			
	Program Manager	Tim Gajda	DTMB
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: LARA Construction Code Software

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ 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
$11,729,259.74	$ 45,000.00	$11,774,259.74

DESCRIPTION: Effective August 29, 2016, the parties add $45,000 to the contract to fix a clerical error. The parties discovered a numerical transposition error in the “ESTIMATED REVISED AGGREGATE CONTRACT VALUE” field on the cover page of Change Notice 2. There were no substantive errors in the change notice itself but the clerical error resulted in $45,000 less being added to the contract than should have been. This change notice fixes that error and adds $45,000 to the contract. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **15**
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Julian Munoz
	925-659-3247
	jmunoz@accela.com
	*******7678

STATE			
	Program Manager	Tim Gajda	DTMB
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: LARA Construction Code Software			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card	☐ Direct Voucher (DV)	☐ 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**		
$11,729,259.74	$ 0.00	$11,729,259.74		

DESCRIPTION: Effective August 12, 2016, the parties add the attached Statement of Work detailing the construction part of Phase 2 (Phase 2B: Implementation referenced in Change Notice 12). The $577,034.67 cost of Phase 2B will be paid for with existing contract funds. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

INTRODUCTION

This Statement of Work ("SOW") sets forth a scope and definition of the professional services (collectively, the "Services") to be provided by Accela, Inc. ("Accela") to LARA ("Agency").

Contract 071B3200042 between Accela and the State of Michigan (State) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by all prior Change Notices ("Base Contract") will remain in effect unless modified herein. Change Notice 12 restructured all remaining LARA Bureau of Construction Codes (BCC) project deliverables (Phase 2) from a waterfall to an agile development and detailed the business and technical analysis needed to determine the delivery approach. This change notice defines that revised BCC Phase 2 delivery approach. The scope within this agreement shall replace in its entirety the scope from the remaining portions of the Base Contract's BCC Phase 2, and which will now be delivered through a series of releases using an Agile Scrum framework.

CRITICAL SUCCESS FACTORS

In order to successfully execute the Services described herein, there are several critical success factors that must be closely monitored and managed by Accela and Agency stakeholders:

- Dedicated Agency Participation and Governance– Agency acknowledges that its staff has the appropriate skills and subject matter expertise and that they are actively involved throughout the entire duration of the project to deliver the roles and responsibilities defined in this plan. The Agency must assign a Product Owner who is empowered to make decisions and accountable for maximizing business value delivered to LARA by directing the team towards the most high priority work. Lastly, project governance must support the team by making timely decisions, mitigating risks, and resolving issues rapidly.

- Clear Business Objectives – Agency has clearly documented their business objectives before the commencement of the project, and shared those objectives with Accela.

- Product Backlog Identified and Documented – Agency and Accela identify, document, prioritize, and continually manage the Agency's technical, functional, data, and any other requirements (expressed as User Stories) that must be satisfied in order for the project to be considered successful by the Agency and Accela.

- Business Process Definition and Understanding – Agency must be able to articulate the desired business processes, having completed lean process improvement prior to beginning project work. Time spent during agile scrum sprints defining the to-be process will drive down the overall team throughput, or delivery "velocity."

- Knowledge Transfer – To enable LARA's long term Accela program strategy, it is critical that Agency resources come up the Accela product learning curve by participating in the analysis, configuration and deployment of the software. The Agency must be prepared to assume day-to-day operations of Accela Civic Platform outside of the Support and Maintenance Agreement. Key knowledge transfer areas include:
  - Configuration
  - Interfaces
  - Business Rule Automations
  - Reports and Forms
  - Release Management

IMPLEMENTATION METHODOLOGY

The Phase 2 team will adhere to an Agile Scrum framework tailored for the State and the Accela Civic Platform. The methodology to be used is similar to the one the State has published on the site Department of Technology, Management, and Budget - State Unified Informational Technology Environment (DTMB-SUITE) website (http://www.michigan.gov/suite). The methodology is an adaptation of Agile methods to work within this project's unique constraints of fixed price and fixed scope, a low risk tolerance, geographically distributed development teams, and implementation of a COTS product.

The Agile framework for this project defines a series of 3 types of sprints:

1) Analysis Sprint (Sprint Zero)—upon project start, the team will begin with a Sprint Zero to further elaborate the Release 1 product backlog (defined in Exhibit A) with focus on elaborating the Sprint 1 backlog items to a "ready for building" level of detail.
2) Build Sprints – Following Sprint Zero, construction begins through a series of time-boxed build Sprints. The team uses the outputs from the Sprint Zero to inform the solution architecture, configure the solution foundation, and develop the technical components. Working software is delivered during the sprints, with conversions, interfaces and reports developed concurrently. Sprints are time-boxed in order to maintain the integrity of the delivery timeline. Within a sprint, development proceeds according to the established priorities. The product developed in each sprint is reviewed and validated by the Product Owner with support from Agency SMEs, often through a facilitated walk through of each use case in the system.
3) Production Release Sprints – Completion of the planned sprints is entry criteria for Production Release sprint(s), during which the team completes final end-to-end and regression tests, performs the final data conversions, and promotes the software to production.

IMPLEMENTATION STRATEGY

The Phase 2 implementation strategy is to deliver the envisioned Phase 2 scope through a series of product releases. The strategy for Phase 2 addresses project risks experienced in Phase 1 and supports long-term success of the LARA Accela program through knowledge transfer. The strategy uses Agile Scrum to increase the amount of LARA involvement and transparency throughout the entire lifecycle of the implementation. The Agile Scrum approach will enable the parties to collaborate closely throughout the project promoting the knowledge transfer required to enable the State team to take the lead in future implementation work.

This SOW defines the Agile Scrum framework, defines and prioritizes the initial product backlog, and documents the release plan.

SCOPE OF SERVICES

The sections that follow define the scope and delivery approach for this SOW, providing a detailed description of each item listed below.

- Scope of Work
- Release Plan
- Management and Governance
- Team Roles and Responsibilities
- Delivery Approach
- Deliverables and Payment Schedule
- Notice to Proceed for Release
- Warranty
- Other General Provisions

1. SCOPE OF WORK

The scope of work consists of the items detailed in the baseline Product Backlog (Exhibit A). The Product Backlog includes all User Stories, associated Acceptance Criteria, and Assumptions. Each item in the initial Product backlog is prioritized the MoSCoW (*Must have*, *Should have*, *Could have*, and *Would like but Won't have)* framework for each the following business areas:

- Complaints (Licensure)
- Complaints (Manufactured Housing)
- Code Official Registration
- Program Registration
- Elevator Permit

2. RELEASE PLAN

The scope will be deployed in two releases.

Release 1

During Release 1, the Contractor will provide the items labeled M (Must Have) for the following business areas:

- Complaints (Licensure)
- Complaints (Manufactured Housing)
- Code Official Registration
- Program Registration

Release 2

During Release 2, the Contractor will provide the items labeled M (Must Have) for the following business area:

- Elevator Permit

MANAGEMENT AND GOVERNANCE

This section defines the project management practices, governance bodies, and associated processes. The sections that follow describe these elements in detail.

- Status Reporting
- Issue, Risk, and Action Item Management
- Project Schedule
- Definition of Done and Deliverable Acceptance
- Change Control
- Project Tools
- Project Governance Framework

Status Reporting

The Accela Scrum Master/Project Manager will provide a written weekly status report to the LARA Project Manager and Product Owner. The Accela Scrum Master/Project Manager will publish the weekly status using an online collaboration tool (refer to Project Tools section for tool information).

The weekly report will include the percentage of completion for each Product Backlog Item (User Story), the pass rate for the Story Tests, key Project delivery milestone status, and estimated completion date for each milestone as compared to the planned schedule, as well as other information relevant for the delivery of the project as may be agreed upon between the parties' Product Owner and Scrum Master.

This online collaboration tool will be also used to track risks, action items, and issue escalations between the Accela Scrum Master, the LARA Project Manager, and LARA Product Owner.

The project management team will meet weekly to discuss the status and review the report using the online tool.

Issue, Risk, and Action Item Management

Accela will use an online collaboration tool to document project issues, action items, and risks. The project management team will review these items during the weekly management calls to assign owners, drive to due dates, and escalate to the appropriate individuals or governance body where required. The Accela Project Manager/Scrum Master will identify issues blocking team progress and impacting team velocity. If blocking issues are not resolved within 1 business day, the Accela PM/SM will escalate to the Accela Director and the LARA/DTMB oversight team for resolution.

Project Schedule and Velocity

Release 1 will be delivered following the Agile Scrum methodology and is anticipated to require 4 build sprints of 2-week duration each. A team velocity of 220 is needed to stay on schedule. Release 2 will also be delivered following the Agile Scrum methodology and is anticipated to require 8 build sprints of 2-week duration each. A team velocity of 220 is needed to stay on schedule. Exhibit B provides the full schedule for all Releases.

For the purposes of this document the Velocity, also known as the Sprint Velocity, is defined as the number of story points associated with all of the Backlog items that are completed during a particular sprint. The schedule is derived by estimating the Sprint Velocity achievable by the assigned Scrum team to determine the number of Build Sprints required to deliver the total points assigned for the Must Have Product Backlog Items.

Points assigned to Must Have Stories in Exhibit A along with the Exhibit A Fixed Requirement Story Points comprise the baseline total Story Point Allowance for Phase 2.

Must Have Story Points	1,589
Fixed Requirements Story Points	1,888
Total Phase 2 Story Point Allowance	3,477

If both releases are complete and all Must Have backlog items are complete, Accela will deliver the remaining Story Point Allowance (if any), through a set of “add on” sprints to deploy additional deferred product backlog to the already live system. Fixed requirement story points cannot be allocated to non-fixed backlog items until all of the “Must Have” backlog items have been completed. Each add on sprint must include the minimum sprint allocation of Fixed Requirement Story Points as defined in Exhibit A.

The state, at its discretion, may perform some of the ‘must have’ backlog items and re-assign the equivalent story points for Accela to complete other product backlog items. Changes must be documented and signed off by both parties.

The framework and process for changing product backlog items, managing scope against the overall point allowance, and changing task assignments is defined by the Change Control process documented herein.

Definition of Done and Deliverable Acceptance

Meeting quality assurance standards during each sprint is the responsibility of the Scrum team. Quality assurance standards are defined in the Definition of Done for a Sprint and a Release. Confirmation of the Definition of Done for the Sprint Backlog constitutes the Acceptance Criteria for a Sprint deliverable, as follows:

- Team member completes the Project Backlog Item (PBI) work
- Associated configurations and code is deployed to the development environment against current version in source control, where applicable
- Item/task has passed unit test
- Item has been peer reviewed to confirm meeting development standards
- Backlog Item test cases (based on the Acceptance Criteria defined for the PBI) written and tests passed. Testers must complete testing for each PBI within the timeframe defined by the team during Sprint Planning for the sprint.
- No Severity 1, 2, or 3 defects remain for the PBI. The State's Product Owner may, from time-to-time and at her sole discretion, find it reasonable to accept items with defects and create new backlog items to address defects.
- Relevant specification documentation/diagrams produced and/or updated, as needed for the PBI
- Product Owner has reviewed and moved to "done"
- Remaining story points for item/task set to zero and task closed in JIRA

For a Release, deliverable acceptance conditioned upon meeting the following Definition of Done:

- Sprints planned for the release are complete
- The Product Backlog Items scheduled for the release are complete
- Code is deployed to the Production environment
- Severity 1, 2 and 3 Defects identified during the build sprints are resolved. The State's Product Owner may, from time-to-time and at her sole discretion, find it reasonable to accept items with defects and create new backlog items to address defects.
- The steady-state operations team is ready to assume responsibility for supporting the deployed configuration.

Definition of Defect, Defect Severities

A Defect is defined as a deviation from the established acceptance criteria for a PBI. The table below elaborates the severity levels for Defects.

Severity Level	Description
1	This is a "must fix" problem, a "showstopper." The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem does not have a workaround that is reasonably acceptable to the corresponding end-users.
2	This is a problem that is causing significant loss of feature functionality but the system can recover from the problem and it does not cause total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.
3	This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available. Minor issues, misspellings, cosmetic changes, etc.

Change Control

Both parties recognize that there will be change throughout this project. Change is defined as any of the following:

- New Product Backlog Items – The addition of a new Epic, User Story, or Product Backlog Item (PBI) is a project change. The Product Owner must approve the addition of a new PBI. The Scrum Team will estimate the new PBI and assign Story Points. Exhibit A defines the baseline Product Backlog Phase 2.
- Change to Existing PBI – Change to an existing PBI that impact the level of effort to complete it (estimate and story points) is considered a project change and is represented by the Product Owner adding a new PBI to define the change. For example a change to the Acceptance Criteria or a specification that impacts the complexity constitutes scope change. Changes impacting PBIs/user stories completed in a previous sprint may require additional rework. If rework is required, the rework changes will be added to the Product Backlog as a new PBI/user story.
- Change to Definition of Done – Changes to the Definition of Done for a Sprint or Release may impact the level of effort for completing PBIs and delivering a release, impacting overall delivery velocity. Accela and LARA will assess proposed changes to the Definition of Done and document the impacts in a Change Notice (e.g., change impacts schedule, scope, or costs).
- Change in Projected Team Velocity – The velocity of the team is dependent on all team members fulfilling their assigned tasks or actions within the timeframes agreed during Sprint Planning. The team will monitor projected velocity against actual velocity. If actual velocity falls below the projected velocity, the team will assess the root cause of this velocity impact. If the root cause is attributed to Accela team member performance or management issues, the project change and associated impact will be borne by Accela, and will be subject to liquidated damages in the amount of 10% of the point value of the specific story due in credits to the State. If the velocity impact is attributed to LARA team member performance or management issues (such as delays in decisions or issue escalation/resolution), the project change/impact will be borne by LARA. In either case, the Product Owner will document the change and impact with support from the Scrum Master. For velocity changes that impact the overall project costs or overall release timeline, LARA will process a Change Notice adjusting the deliverables/payment amounts to incorporate the additional cost.
- Exceedance of Sizing Factor Limits – Sizing factor limits define the maximum product backlog size and allowances for a predefined set of configuration items within a Release. These sizing factors are provided in Exhibit A. Examples of sizing factors include the baseline allowance of Story Points for the release and assumptions associated with a Story in Exhibit A (such as number of Accela record types, number/complexity of reports, number of event scripts, and number and complexity criteria for legacy data source conversions).
- Non-Productive Time – Accela's fixed price for this SOW is based on the assumption that the Accela team will have complete, timely, and accurate information and other deliverables and dependencies from the LARA team, enabling the team to be productive during working hours throughout the course of the project. Issues impacting Accela team members' productive time will be escalated to Change Control Board (CCB) and a mutually agreed resolution must be in place within twenty-four (24) hours of the initial escalation. If an issue impacting Accela productive time is not resolved within this time period, the project schedule and pricing may be affected. The Accela Scrum Master will create a new PBI for the purpose of accounting for non-productive time, invoke the change control process, and perform an impact analysis.

No changes shall be made to Sprint Backlog (user stories/PBIs) during the current Sprint, for both PBIs/user stories already delivered but not yet accepted and PBIs/user stories accepted.

The Product Owner can address Standard Changes (see below for process) within the Agile Scrum framework without impact to the overall project (with agreement from the Scrum Master and Scrum Team) by re-prioritization of the Product Backlog. For example, if a new "must-have" user story is identified during Sprint 2, the Product Owner can schedule the new user story for Sprint 3 as long as a user story of equivalent size (hours, story points, and sizing factors) is removed from the Product Backlog.

Furthermore, the LARA team may complete work that is currently assigned to Accela and included on the Must Have backlog. Any story points not completed by Accela will be credited back to LARA so that additional work, with a corresponding level of effort, may be assigned to Accela.

Changes to the backlog and associated sizing factor allowances defined in Exhibit A or otherwise affecting the overall project scope, level of effort, or timelines for the Release must be approved following the Extraordinary Change Request process set forth below.

Standard Change Request Process – Standard changes are items that can be addressed through reprioritization of the Product Backlog without impacting the overall scope, delivery timeline, or costs. The decision makers required for standard changes include the Accela Scrum Master and LARA Product Owner and LARA Project Manager.

- For each change where Accela and LARA agree to define as a new PBI/user story, the LARA Product Owner completes the definition of the story.
- The Accela team will analyze the change during the next scheduled Sprint Planning session to estimate and size (story points) the new PBI and check against available sizing factor allowances. If the change applies to an already implemented PBI/story then any rework or impacts to other stories required will be added as another PBI/story.
- The LARA Product Owner must attend this analysis session.
- The LARA Product Owner must make the decision concerning the change. There are two possible options:
    - Accept the change into the Product Backlog and decide which PBI/story (or stories) are to be removed in order to offset the added size (hours, points, sizing factors) or
    - Reject the change.
- Finally, the LARA Product Owner will prioritize the new PBI/story (if added) against the Product Backlog.

Extraordinary Change Request Process – If a change will exceed the baseline product backlog size (as defined by story points or other sizing factors) or otherwise impact the planned number of sprints and Release date set for the project, then the LARA Product Owner will:

- Prepare a preliminary Project Change Request Form to identify the nature of the requested change.
- The Accela Scrum Master will work with the team to perform an assessment/review to determine the full impact on the project, including cost and timeline impacts if applicable.
- Escalate this assessment to the Change Control Board (CCB). The LARA Executive Steering Committee performs the CCB role.

Project Management Tools

The daily Scrum sessions will be held via WebEx and be driven by the "Scrum Board" which will be managed using Jira. Jira will also be used for defect management.

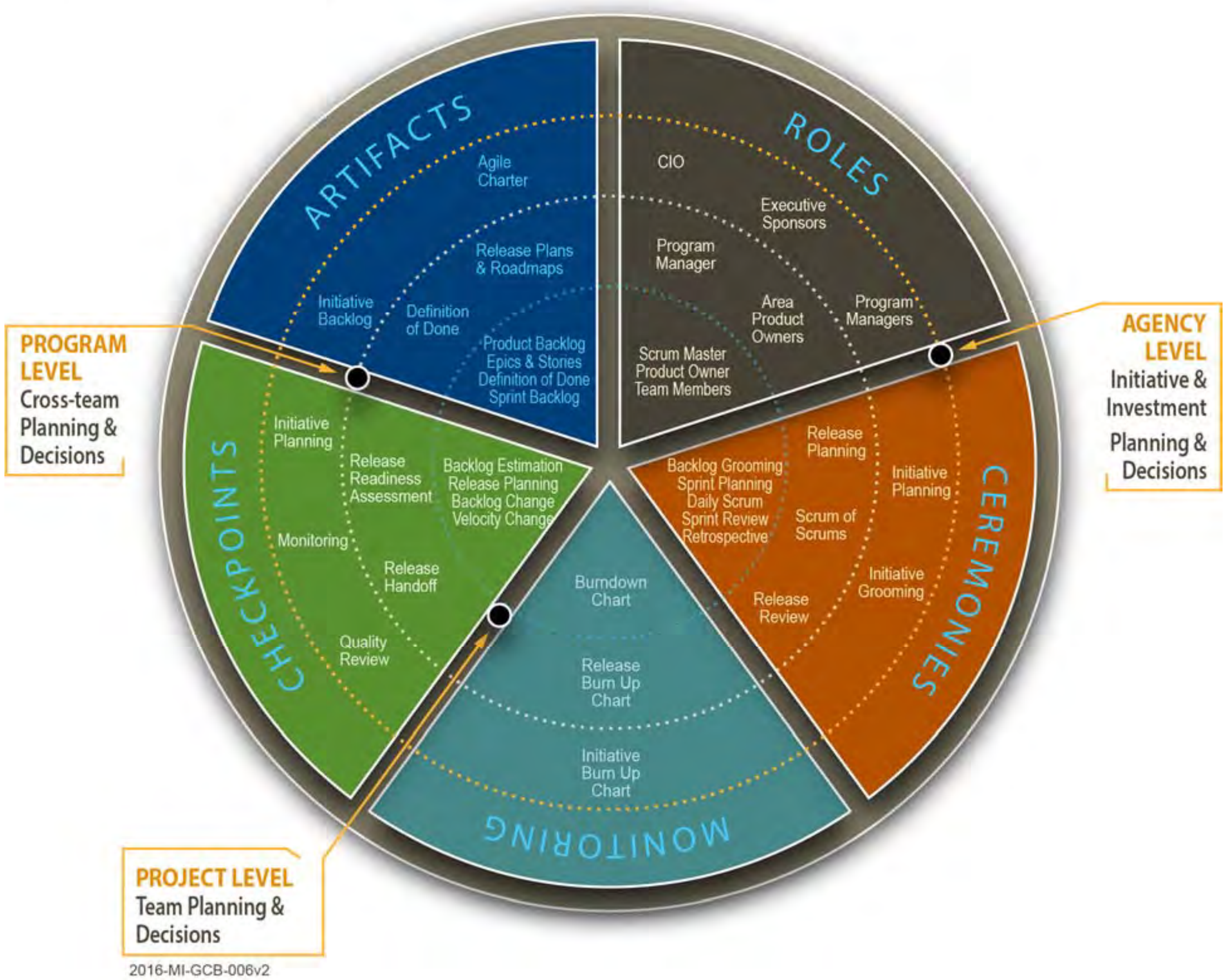
Weekly status using including risk and issue management, velocity, and schedule will be documented in a tool called "Smartsheet".

Project Governance Framework

Project Governance occurs at multiple levels with the goal of maximizing business value and mitigating risks for the project.

- Project Level – Project level governance is performed by the project management team consisting on the Accela Scrum Master, LARA Product Owner, and State Project Manager. This team is empowered to make day-to-day decisions within the constraints of the project SOW. This team meets weekly to review project status, identify and mitigate risks, resolve issues, and monitor action items. This team is responsible for escalating issues to the Program Level governance team where unable to reach resolution or otherwise avoid impacting the project scope, timeline, resources, or costs.
- Program Level – Program level governance is performed by the Accela Services Director, DTMB/LARA Program Manager, and DTMB Contract Compliance Inspector. This team meets on a bi-weekly basis and handles issue escalations, supports risk mitigations, and makes decisions. This group is responsible for rapidly addressing blocking issues escalated from the Project Team.
- Agency Level – Agency level governance is performed by the LARA Executive Steering Committee. This team meets on a monthly basis and its membership includes the Accela Services Director, Accela Services Vice President, LARA Director, LARA Product Owner, DTMB/LARA Program Manager, DTMB Business Relationship Manager, DTMB Project Manager, DTMB Contract Compliance Inspector.

The graphic below depicts the governance framework for the project.



TEAM ROLES AND RESPONSIBILITIES

A joint team comprised of Accela and State of Michigan resources will deliver this SOW. Team size and composition may vary based on the Release scope. Due to the fixed price nature of this SOW, it is the responsibility of Accela to deliver of required scope on specified date and as a result Accela will assign the required resources to the team, which may change during the course of a Release in response to project demands. LARA will provide the necessary personnel to perform its responsibilities in support of the joint team.

General Accela Responsibilities

- Development and Unit Test - Perform software configuration and development for the PBIs assigned to Accela staff in a given build sprint. Test and assure that the work meets known requirements and functions properly prior to submitting to the State for acceptance testing. Accela will make available to the State for review the issue logs from Accela's testing.
- Defect Correction - Resolve Severity 1, 2 and 3 defects (related to PBIs assigned to Accela staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with LARA Product Owner. At the discretion of the Product Owner, severity 3 defects discovered during UAT, may be treated as new PBIs and prioritized by the Product Owner according to the Change Control process defined above.
- Backlog Grooming Support - Support the LARA Product Owner in backlog grooming activities by providing consultative support for defining Accela solution approaches, for up to 6 hours of backlog grooming working sessions per sprint. Any additional backlog grooming tasks assigned to Accela resources (outside the allocated 6 hours per sprint for consultation) will be treated as a new PBI and prioritized by the Product Owner according to the Change Control process described above.
- Data Conversion – LARA will be responsible for all data cleansing and providing a text delimited file. Accela will perform the test and production conversion runs from the staging schema into the Accela schema, as defined in Exhibit A.
- Scrum Master, Project Management, Project Oversight – Accela will assign a Scrum Master to the project to facilitate the Scrum processes such as release and sprint planning, sprint reviews and retrospectives, and daily Scrum meetings. In addition, the Accela Scrum Master will perform general project management tasks to monitor Accela resources' work, assignment of tasks, and other project management disciplines. Accela will also assign a Director to provide oversight and act as the initial escalation point beyond the day-to-day project team.

General LARA Responsibilities

- Development and Unit Test - Perform software configuration and development for the PBIs assigned to LARA staff in a given build sprint.
- Defect Correction - Resolve defects (related to PBIs assigned to LARA staff) discovered during sprint testing within the sprint, or according to an alternate timeline mutually agreed with LARA Product Owner.
- Backlog Grooming – The Product Owner will lead continuous backlog grooming and is responsible for delivering a sprint backlog that meets the Definition of Ready prior to the sprint planning meeting. LARA program area personnel and subject matter experts will perform backlog grooming activities as directed by the Product Owner.
- Testing – LARA resources will perform acceptance testing and backlog items per the timeframes defined during Sprint Planning, this includes development and execution of test cases that incorporate PBI Acceptance Criteria as well as confirm adherence to the Definition of Done.

- Data Conversion – Perform data quality assessment, cleansing, and enrichment for legacy data sources. Complete the data mapping to the target/staging schema format. Transform and load data to the staging schema for test and production runs, as per Exhibit A.
- Provide Space and Supplies – LARA will make available team workspace for all sprint cycles and daily Scrum meetings.

Specific Team Roles

State of Michigan Roles

Product Owner – This is a State Agency business lead with the following responsibilities:

- On-going revision and re-prioritization of the product backlog (grooming)
- Identification of the prioritized sprint backlog prior to Sprint Planning
- Adherence to the "Definition of Ready" for the targeted sprint backlog before the Sprint Planning meeting
- Participation on behalf of LARA in scrum planning and review meetings
- Direct LARA testers to confirm completion of sprint backlog items
- Only the Product Owner may move completed items to "Done" on the scrum board before the Sprint Review
- Review and sign-off on all project deliverables

Subject Matter Expert / Tester

- Primary LARA person supporting the Product Owner in creating/updating the story/task details in the Product Backlog
- Provides detailed answers for business questions posed by scrum team members
- Documents and executes the test cases
- Attends scrum meetings and is a member of the scrum team

Data Owner

- Subject matter expert for legacy data set targeted for conversion into Accela
- Responsible for identification and cleansing/enrichment of data issues at source
- Responsible for data mapping, transformation, and loading to the interim schema format
- Responsible for data conversion testing

Project Manager

- Provides DTMB project and budgetary oversight and status
- Provides State backup for Accela software Scrum Master
- Attends scrum meetings and holds the Daily Scrum standup meeting

Business Analyst

- Contributes to backlog grooming activities per direction of Product Owner
- Provides detailed answers for business questions posed by team members
- Attends scrum meetings and is a member of the scrum team

Automation Script Developer

- Provides junior level coding of selected automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Report Developer

- Provides junior level coding of selected report tasks within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Accela Roles

Accela Solution Architect(s), Implementation Consultant(s), and Business Analyst(s)

- Accela resources available to provide backlog grooming support to the Product Owner
- Define and validate Accela solution approaches and tasks during sprint planning and throughout the sprint cycle
- Perform and test configuration tasks assigned to Accela team during the build sprints
- Attends scrum meetings and is a member of the scrum team

Accela Scrum Master

- Facilitates the use of the scrum methodology
- Organizes and leads the Daily Scrum standup meeting, Sprint Planning, Sprint Review, and Sprint Retrospective
- Works with DTMB PM to remove Scrum team roadblocks and escalate issues as needed
- Monitors team velocity and prepares weekly status reports
- Prepares mitigation plans for project risks and performs general project management discipline-related tasks

Accela Automation Script Developer

- Provides senior level coding and testing of assigned automation scripts within a given software sprint
- Attends scrum meetings and is a member of the scrum team

Accela Report Developer

- Provides senior level coding and testing for assigned report tasks within a given software sprint
- Provides knowledge transfer and support to LARA report writers
- Attends scrum meetings and is a member of the scrum team

Accela Data Conversion Developer

- Supports data conversion analysis and detailed data mapping
- Responsible for loading converted data from the interim data schema to the target (Accela) database
- Responsible for unite testing the converted data.
- Attends scrum meetings and is a member of the scrum team

DELIVERY APPROACH

The releases will be delivered through a series of Agile sprints, each 2 weeks in duration. Before the first sprint of each Release the team will dedicate 1 full day to backlog grooming and elaboration in preparation for the first build sprint. The final sprint prior to each release is allocated to production readiness and “hardening”, performing the final code promotion, data migration, and end-to-end testing (UAT) prior to production use. The subsections below describe

- Product Backlog Elaboration,
- Build Sprints, and
- Software Release to Production.

Product Backlog Elaboration

Before starting the build sprints for any Release the team will dedicate 1 full day backlog grooming and elaboration. The purpose of this elaboration phase is for the LARA product owner and the project team to create / elaborate enough Product Backlog detail to plan Sprint 1. The Product Owner will conduct subsequent Product Backlog elaboration continuously, throughout each release, elaborating enough detail to drive the subsequent Sprints. The Product Owner is responsible for identifying and prioritizing product backlog targeted for the next sprint and elaboration work required to confirm the sprint backlog meets the *Definition of Ready* prior to the Sprint Planning session.

Definition of Ready

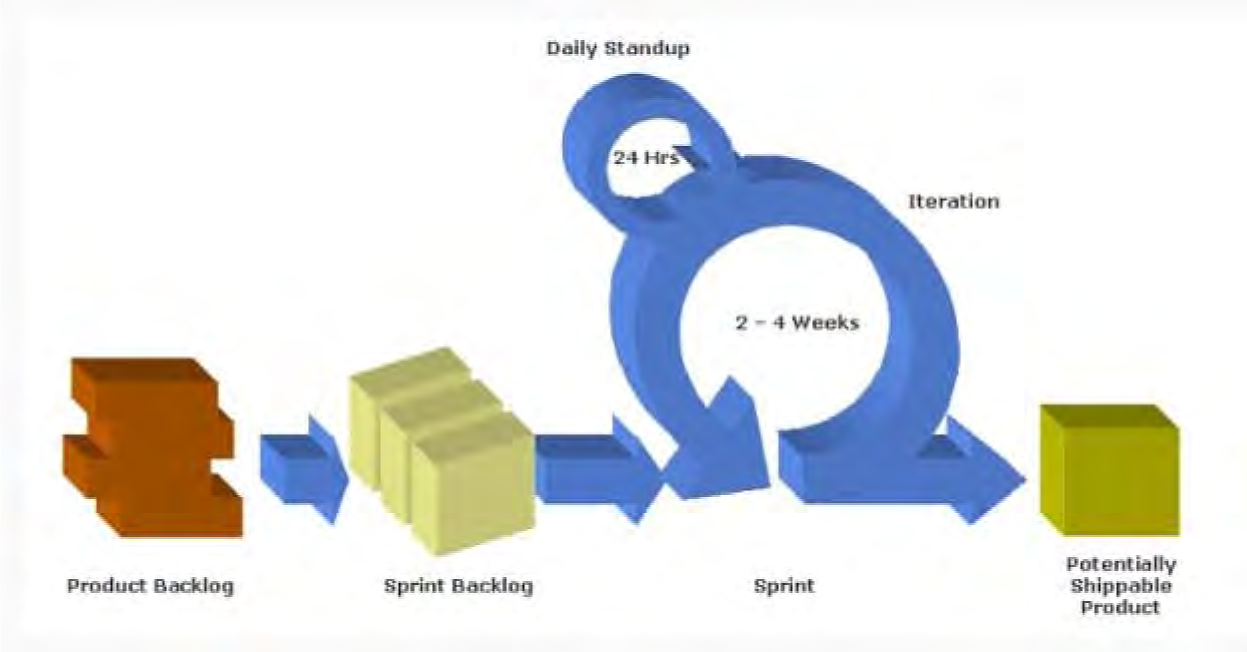
The criteria listed below define what the team considers readiness of backlog items for scheduling into a sprint during Sprint Planning.

- Story/PBI contains actors, problem, and value
- Story should fit in a sprint
- Story should be appropriately documented and is ready for building (Does it require wireframes, a solution design, use cases, or journey maps?)
- Value should be obvious, if not, it should be explicitly stated
- Story should have verifiable, explicit acceptance criteria
- Test scenarios for the story is written
- Story should focus on problems, not solutions

During backlog elaboration and grooming, the Product Owner (with support from the scrum team) performs the following activities

- Builds product backlog by entering the Epics, User Stories and Acceptance Criteria into a mutually agreed tool (such as JIRA).
- Prioritizes each PBI using the MoSCoW (*Must have*, *Should have*, *Could have*, and *Would like but Won't have)* framework.
- Defines and prioritizes new product backlog items (see Change Control section above for process)
- Identifies changes needed to existing backlog items (see Change Control section above for process)
- Continuously monitors relative priorities against the release plan (i.e., which PBIs are targeted for each sprint) and applies changes to the release plan (in collaboration with the Scrum Master)
- Identifies PBIs for the next sprint and elaborates sufficient details and tasks to confirm the sprint backlog meets the Definition of Ready prior to the Sprint Planning meeting
- Directs the scrum team in creation of test cases

The diagram below depicts the elaboration flow of Product Backlog to Sprint Backlog through working software increments.



Software development sprints shall begin after the completion of the product backlog elaboration activities. The Product Owner in collaboration with the Accela Scrum Master and scrum team shall select sufficient work from the current Product Backlog for Sprint 1. Based on this selected work, the team will develop an initial sprint backlog, and enter into the build sprint phase of the release.

Build Sprints

Build sprints commence following the elaboration phase and continue until the release backlog is complete and ready for the Release Readiness or "hardening" sprints.

Prior to the actual configuration or development occurring in a sprint, the team performs Sprint Planning to review the Product Backlog items assigned to the sprint, identify additional details surrounding each item and establish the tangible tasks to be completed by the team. The Scrum team establishes the sprint backlog based on Product Owner priorities and by an assessment of the team's capacity during the sprint and performance (delivery velocity) from previous sprints. During Sprint Planning, the team commits to deliver a distinct set of user stories/product backlog items. Items not completed during the time-boxed sprint (as per the jointly defined Definition of Done and Acceptance Criteria) remain on the Product Backlog for scheduling in a future sprint.

Once the sprint begins, the sprint backlog cannot be changed. The Product Owner can add new requirements such as changes to a user story or changes/additions to Acceptance Criteria, to the Product Backlog, but not to the backlog items scheduled for completion within the sprint currently underway. If the new product backlog items causing the backlog to exceed the total initial product backlog size, equivalent items can be deprioritized (moved off the backlog) or a change order processed to incorporate additional build sprints into the project.

Throughout a sprint cycle, daily standup meetings will be scheduled with the implementation team to discuss what team members accomplished the previous day, plan to accomplish that day, and discuss any issues or roadblocks. At the end of sprint, final meetings will occur as a review and retrospective to discuss the completed sprint and determine what could be changed that might make the next sprint more productive.

During backlog refinement (or grooming), the Product Owner can change the backlog (add, change, remove items) as long as the total effort (story points) does not exceed the initially planned backlog size.

The following outlines each of these key build sprint elements:

1. Sprint Planning Meeting – No longer than 4 hours, held at the start of each sprint to discuss details for the tasks to be completed as part of the sprint's backlog. The following are the key objectives of this meeting:
    a. Product Owner communicates the scope of work for the sprint, reviewing "ready" product backlog items to be done
    b. The team assesses the work and negotiates with the Product Owner on which PBIs can be completed in the sprint.
    c. The entire team prepares the sprint backlog by detailing the work (i.e., tasks) needed to finish the selected product backlog items. This includes
        i. Breakdown of the item into individual tasks,
        ii. Estimate of the time required to complete each task,
        iii. An allocation of the tasks within the development team.

2. Configuration, Development, and Unit Testing – the team configures and/or develops based on the tasks assigned in the sprint backlog, then tests the results to confirm correctness.

3. Functional Testing – LARA resources confirm the unit tested backlog items conform to the acceptance criteria defined for the user story. If an item passes functional testing, it is promoted by the Product Owner to indicate it is "done" and considered completed for the sprint.

4. Daily Scrum Meetings – each day during a sprint, the team holds a daily scrum meetings
    a. All team members must come prepared
    b. The meetings should occur at the same time and place each day
    c. The meetings should be limited (i.e., time boxed) to fifteen minutes
    d. Each team member answers the following questions
        i. What did I do yesterday that helped meet the sprint goal?
        ii. What will I do today to help meet the spring goal?
        iii. Do I see any impediments that prevent me or the team from meeting the spring goal?

Any impediment (stumbling block, risk or issue) identified in the daily scrum should be captured by the Scrum Master and an agreed person designated to working toward a resolution (outside of the daily scrum meeting). No detailed discussions should happen during the daily scrum.

The Daily Scrum enables the Scrum Master to track a sprint burndown chart that measures the current estimate of outstanding work required to complete each task in the sprint backlog against the total available time remaining in the current sprint. If there is a discrepancy, the development team and the Scrum Master must propose a corrective action plan to the product owner.

5. Sprint Review– the team presents the completed work to the Product Owner during the sprint review meeting held at the end of a sprint. The meeting is recommended to be no more than two hours in duration. The following key objective should be met:
    a. The team reviews the work that was completed in the sprint duration. For items that have passed functional testing, the Product Owner assigns a completed status ("done").
    b. The team also reviews planned work that was not completed. The Product Owner determines (outside of the sprint review meeting) how to re-prioritize any incomplete work for future sprints.

6. Sprint Retrospective Meeting – the sprint retrospective meeting is also held at the end of the sprint and is facilitated by the Scrum Master. The purpose of this meeting is to foster continuous improvement within the team. This meeting should also be no more than two hours in duration. The following questions should be asked to the entire team:
    a. What went well during the sprint cycle?
    b. What went wrong during the sprint cycle?
    c. What could we do differently to improve?

As part of the release planning and backlog grooming, the backlog will be logically sequenced to address dependencies between technical components (conversion, interfaces, and reports). For example, the team will complete the base configuration of the license types during initial sprints (e.g., Sprints 1, 2 and 3). In subsequent sprints, the team will build the next logical layers such as automations, conversions, interfaces, and reports. The following list provides key considerations.

- Solution Foundation – Early build sprints will focus on configuring the base solution, or foundation. This base configuration solidifies the record types, data fields, and workflows for a given license process. It serves as the basis for data conversion mapping, automations, reports, and interfaces.
- Automations – Automations are built against the base configuration. In some cases, the automation tasks related to a user story may be scheduled for a later sprint to enable the base configuration to be finalized prior to writing automation code.
- Reports and Interfaces– Reports and interfaces are also built against the base configuration and are scheduled for sprints after the foundation is done.
- Data Conversion – Data cleansing can begin in early sprints concurrent with solution foundation. Data conversion relies on the base configuration in order to map to the new target fields. Often, the base configuration is also impacted by data conversion decisions, so data mapping occurs concurrently with the solution foundation sprints. While elements of data conversion analysis can be tasked concurrent with base configuration, the conversion routine development and test conversions require the foundation and mapping to be finalized.

A given sprint may include one or more of the following: configuration, conversion activities, interface activities and/or reports. The goal is to deliver increments of working product functionality within each sprint. If a product backlog item/user story cannot be accomplished within a sprint, the team must break it down to units of work achievable within a sprint. In some cases, this may not be practical, for example an entire life cycle of a data conversion or interface being built within the duration of a single sprint. In these cases, the team will either break the work down into distinct increments or each sprint may have pieces of the conversion and interface activities, such as Data Mapping occurring in an early sprint, conversion development occurring in the next sprint, and a test conversion run in a later sprint.

Software Release to Production

Once the product backlog items targeted for a Release are complete, the scrum team will enter the final two week Production Release sprint to complete release testing, code promotion to production, and final data conversion. During this project stage, final release testing (often referred to as "hardening") is the goal of testing activities. This effort is focused on confirming that the product increments delivered in each sprint interoperate as designed and that no new regression errors were introduced. Release sprints ready the results of the completed build sprints, enabling promotion of a new set of configurations into production release, encompassing the following activities:

- Code and configuration promoted to final staging environment
- Release hardening and regression tests
- Code promotion to production
- Final data conversion
- Production release and smoke test

Release testing cycles are managed in sprints similarly to how they are managed in a waterfall methodology. Once within the Release testing sprint, the team will perform end-to-end hardening test for the new configurations and regression tests where applicable against previously released functionality. The Product Owner is responsible for prioritizing the team's work on go-live critical defects in order to complete the project stage within the allocated sprint(s) (time box).

Like all of the previous testing done in the implementation approach, testers will utilize the test derived from the User Stories and Acceptance Criteria.

The acceptance criteria for the Software Release sprints is conformance with the *Release* Definition of Done (which includes no Severity 1, 2 or 3 defects open). Defects are deviations from the Acceptance Criteria defined for the product backlog item. During the Release Sprint, defects will be prioritized. Out-of-scope issues will be closed or deferred to a future release or post-production support backlog. All defects discovered during UAT, pre-go-live, and post go-live will be prioritized by the Product Owner and added to the Product Backlog for remediation.

Post Production Support

Accela will work with LARA to identify and address issues during this 2-week period using a Post Production Issues List. This list will be comprised only of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela. Issues that are not remaining work or directly related to development completed by Accela during this implementation will be the responsibility of LARA. Examples of issues LARA is responsible for include development work performed by agency, training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures and/or custom documentation related to the use of Accela Automation. Specifically, Accela will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project.

After the first 7 calendar days of go-live, Accela will disable the issue tracking list for new issues and work to resolve all remaining in scope issues. Once all issues that are not classified as a software bug are resolved, a formal meeting will be scheduled with LARA, Accela Delivery Team, and Accela CRC for the purpose of transitioning support of future issues, questions, and known bugs to Accela CRC. All requirements identified in the Statement of Work will be met before transitioning to the Accela CRC. This deliverable will repeat for both release 1 and release 2.

PAYMENT MILESTONE DELIVERABLES

Accela will perform the Services on a Deliverable payment basis. Accela's total price to perform the Services and provide the Deliverables described in payment schedule below is $577,034.67 (the "Fixed-Fee"). The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent as soon as Accela's Deliverable Acceptance Form is signed by the Agency. Please note, the deliverable amount is not a one to one indication of the level of effort (LOE). Each deliverable is burdened with Management time and the amounts are designed to provide overall cash flow for the LOE of the project deliverables and duration.

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

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

Phase 2, Payment Schedule		
Deliverable	Acceptance Criteria	Payment
Deliverable 2: Release 1 Kickoff/Product Backlog Elaboration Complete	LARA product owner and the project team has completed/ elaborate enough Product Backlog details to plan Sprint 1 (For more detail see Product Backlog Elaboration)	$20,121
Deliverable 3: Completion of story points 0 - 435	Accela has completed tasks from the Product Backlog that total or exceed the value designated in this deliverable (For definition of complete see Definition of Done and Deliverable Acceptance)	$51,125
Deliverable 4: Completion of story points 436 - 870	Accela has completed tasks from the Product Backlog that total or exceed the value designated in this deliverable (For definition of complete see Definition of Done and Deliverable Acceptance)	$51,125

Deliverable 5: Software Release 1 (Go Live)	Release 1 is LIVE in the production environment and 1 week post production support is completed. (For more detail see Software Release to Production & Post Production support)	$50,000
Deliverable 6: Release 2 Kickoff/Product Backlog Elaboration Complete	LARA product owner and the project team has completed/ elaborate enough Product Backlog details to plan Sprint 1 for release 2 (For more detail see Product Backlog Elaboration)	$20,000
Deliverable 7: Completion of story points 871 - 1305	Accela has completed tasks from the Product Backlog that total or exceed the value designated in this deliverable (For definition of complete see Definition of Done and Deliverable Acceptance)	$51,125
Deliverable 8: Completion of story points 1306 - 1704	Accela has completed tasks from the Product Backlog that total or exceed the value designated in this deliverable (For definition of complete see Definition of Done and Deliverable Acceptance)	$51,125
Deliverable 9: Completion of story points 1705 - 2175	Accela has completed tasks from the Product Backlog that total or exceed the value designated in this deliverable (For definition of complete see Definition of Done and Deliverable Acceptance)	$51,125
Deliverable 10: Completion of story points 2176 - 2610	Accela has completed tasks from the Product Backlog that total or exceed the value designated in this deliverable (For definition of complete see Definition of Done and Deliverable Acceptance)	$51,125
Deliverable 11: Software Release 2 (Go Live)	Release 2 is LIVE in the production environment and 1 week post production support is completed. (For more detail see Software Release to Production pg. 23 & Post Production support)	$75,000
Deliverable 12: Completion of story points 2611 - 3045	Accela has completed tasks from the Product Backlog that total or exceed the value designated in this deliverable (For definition of complete see Definition of Done and Deliverable Acceptance)	$51,125
Deliverable 13: Completion of story points 3046 - 3508	Accela has completed tasks from the Product Backlog that total or exceed the value designated in this deliverable (For definition of complete see Definition of Done and Deliverable Acceptance)	$54,038.67
	Total	$577,034.67

ASSUMPTIONS

TRAVEL

- There will be approximately 12 onsite trips for the duration of the project.

    - Scrum Master 2 trips (Kick off for each release)
    - Project Manager 4 trips (Kick off, and UAT for each release)
    - Lead implementation Consultant 6 trips (Kick off/UAT for each release and 2 as requested development trips)
- The Agency will not be billed for travel expenses or travel time. The Agency will not receive expense reports or receipts. Should the Agency require more onsite trips than the assumption above, a Change Order will be required in advance of the travel?

WARRANTY

See base contract 071B3200042 for details.

OTHER GENERAL PROVISIONS

Projects Put on Hold:
It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. In such a case, the Agency must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the Statement of Work. If the Agency chooses to re-engage at a later date, Accela will provide a new Statement of Work with revised pricing.

When a project is put on hold, a Change Management process will be invoked to:

- Manage the ramp off of resources and safe-keeping of project artifacts
- Pro-rate and invoice for partially completed deliverables
- Transition and re-engagement of resources at the end of the hold period

When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Expiration
If the project has not begun within sixty (60) calendar days of SOW signature date, the current scope and terms may be renegotiated.

Final Acceptance
Final Acceptance is defined as Agency turnover to Accela Customer Support for ongoing support and maintenance, once the entire project has been accepted by LARA. This occurs post go-live, when the duration of post go-live support as defined in deliverable has been completed.

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

PROJECT CONTACTS:
The designated Agency Product Owner is:
Barbara Kunkel (LARA)
<KunkelB1@michigan.gov>

The designated Project Manager is:
Robert Stelter (DTMB)
<StelterR@michigan.gov>

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Contractor shall perform any on-site work stated herein in Lansing, Michigan. Otherwise, Contractor shall perform work remotely.

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

EXHIBIT A - BACKLOG

BACKLOG STORY POINTS SUMMARY

BACKLOG	Must Have (M)	Should Have (S)	Could Have (C)	Won't Have (W)	TOTAL
Complaints (Licensure)	97	77	155	0	329
Complaints (Mfd Housing)	87	280	26	0	393
Code Official Registration	220	235	0	0	455
Program Registration	117	276	205	0	598
Elevator Permit Backlog	1068	288	304	246	1906
SUBTOTAL	**1589**	**1156**	**690**	**246**	**3681**
Fixed Requirements	**1,888**				
TOTAL	**3477**				

Project Budget	3508
Must Have & Fixed Requirements	3477
Discretionary Non-M Requirements	31

COMPLAINTS (LICENSURE) BACKLOG

LARA /BCC Phase 2

5/25/2016

Version 1.0

Priority (MoSCoW)	Story	Acceptance Criteria	Assumptions	Config. (Story Points)	Scripting (Story Points)	Reports (Story Points)	Total
M	As a clerk I need to be able to create a new complaint record so that we can investigate and process the complaint	* New record is created * Record has unique number	* 1 record type * Not more than 20 ASI fields. 5 ASIT columns combined. * Not more than 2 Inspection types	34	13		47
M	As a citizen I want to be able to submit a complaint against a licensure so that the state can investigate it.	* able to submit a complaint that results in the creation of a unique complaint record	* 1 ACA page flow created	13	34		47
M	As complaint clerk, I want to be able to review the complaint so that I can accept it or reject it.	* New complaints should show in the staff's "Task List"	*No Scripting * Out of the box auto assign to Clerk user group	3			3
S	As complaint clerk, I want to be able to contact the licensure to tell him he has a violation submitted against him.	* An automated email is sent to the contact(s) on the license	* License being complained against is part of Accela system already * Clerk will use the information from the complaint to lookup the license in the system. * Clerk will then link the complaint to the license using the related records	3	13		16

			tab. * After the 2 records are linked, set a workflow task status on the complaint record to trigger notification to the contacts on the license record.				
S	As a complainant, I want to be able to attach documents to my case to support my claims.	* Documents are uploaded against the complaint record * doc types are configured	* Out of the box feature * doc types are configured in the system	3			3
S	As a complainant, I want to be able to submit my complaint anonymously so no one knows it was me.	* A complaint record is created with no complainants	* Enable this record for anonymous users * Out of the box functionality	1			1
S	As a clerk, I would like to be able to look up complaints by complainant or respondent so I can answer phone calls.		* Global Search * Out of the box feature	1			1
S	As an agency, I want to be able to link the complaint to the license if the violation is proven so I can look up violations against licenses.	* There is a direct link between license and complaint * License can be found by searching the complaint and vice versa	See S1 above				0
S	As a clerk, I want to be able to take a paper complaint so I can create an electronic record.		* Paper complaint will be mailed in * State staff receives the application and enter it from back office. * Out of box feature.	1			1

S	As a complainant, I want to be able to check the status of the complaint online so I don’t have to talk to the department.	* after submittal a registered user will know the case # * lookup in ACA by case # shows ONLY the status of the case	* Complaint is not anonymous * Complaint was submitted from ACA * Standard functionality. * only STATUS can be seen by public after submittal	1	8		9
S	As staff, I want to be able to communicate back and forth with the complainant and the licensure to get the information I need to process the application		* Turn on "Send back” feature to send the complaint back to complainant if there is any missing info. * Communication with the licensure will be done manual by email.	3			3
S	As a clerk, I want to be able to lookup the respondent if it’s part of Accela so I can plug it back in the complaint.		See S1 above				0
S	As a clerk, I want to be able to forward part of the complaint to another local code enforcement agency at the same time continue with the part of the complaint pertaining to BCC.		See number C1 below				0
S	As a respondent, I want to be able to respond to a complaint submitted against me so I don't get fined.		* The respondent is a license in Accela already. * When clerk links complaint to license, it should show in respondent ACA * Using application status, control who can see the complaint (Respondent or	3	3		6

			Complainant) * Use "Send back" feature.				
S	Staff would like to be able to generate a Case report	* case report from data fields and workflow journaling	* 1 report			31	31
S	Staff would like to be able to ensure that all fines/fees have been paid before a case can be closed	*apply validation for zero balance checks to workflow	* assumes up to 3 validation points	3	3		6
C	As a clerk, I want to be able to add the fee/fine from the “Final Order” so that the respondent can pay it.		* Fee is added from UI * NO SCRIPTING	1			1
C	As a clerk, I want to be able to suspend a license so that the license owner cannot continue work		* Using conditions	3			3
C	As a clerk, I want to be able to revoke a license so that the owner may never use it again		* Using record status * No Scripting * Status changed manually from status tab or from workflow	1			1
C	As a clerk, I want to be able to submit a complaint from the AIR (Annual Inspection Report) so that the respondent can fix the issues that the inspectors found.		* Clerk creates record manually.	1			1
C	As a clerk I need to be able to generate an AIR report		* ad hoc report			13	13
C	As a clerk I want to be able to create a Request for Information letter, reflect this status in the system and set a due date so that we can track the process correctly	* create a Req. for Information letter * change record status to reflect request * apply a due date	* 1 letter * 3 quick queries * 1 aging report * config. and scripting to implement	3	8	31	42

		to the request * create a quick query to easily see these requests * create a report to track aging					
C	Staff would like to send a notification via email when BPL is assigned the case	* align assignment with a workflow task/status * send email to standard account * allow task assignment	* BPL sets a standard email account * BPL user is a previously defined Accela user	3	5		8
C	Staff would like to create and send a Closure letter	* email closure notification * set record status * generate closure letter template as Word doc	* assumes information from complaint record is put into a letter template so that Clerk can adjust accordingly * can be attached to record via EDMS	3	5	13	21
C	Staff would like to generate and send a Formal Letter of Complaint	* email notification * set record status * generate letter template as Word doc	* assumes information from complaint record is put into a letter template so that Clerk can adjust accordingly * can be attached to record via EDMS	3	5	13	21
C	Staff would like to have due dates tracked so that response times can be tracked	* create an aging record for record status	* assumes a single report that tracks aging for v tasks and status	3	5	18	26
C	Staff would like to be able to generate a hearing report	* information collected in either ASI and/or task details	* 1 report			18	18
			Totals	90	102	137	329

COMPLETE BACKLOG
For
COMPLAINTS (MANUFACTURED HOUSING)

LARA /BCC Phase 2

5/25/2016

Version 1.0

Priority (MoSCoW)	Story	Acceptance Criteria	Assumptions	Config. (Story Points)	Scripting (Story Points)	Reports (Story Points)	Total
M	Staff would like to be able to create a new complaint record in the back office	* Single Record Type created for MH complaint * Basic attributes of the custom fields, workflow, fee schedule, etc. defined Should be able to provide complainant contact information for follow up • Should be able to provide general information about issue such as date, description, park location, etc. • Should be able to submit the complaint and then track resolution on line once a case is created • A unique case should be created for the complaint with a unique case number	* no automation included in the framework other than basic license scripting for expiration	34	0		34
M	Complainant would like to be able to create a new complaint record on line	• Complainant should be able to fill out a complaint with necessary information and have a unique record created • should be in sync with a record created using the back office	* 1 ACA page flow and help / instructional text	34	13		47
M	Complainant would like to be able to submit a complaint anonymously	• All facets of a case submittal should be able to be accomplished by a citizen anonymously.		5			5

M	As staff I need the ability to receive a paper complaint and generate a system case	• A paper complaint should be able to be entered by hand through the back office by staff. • Upon submittal a new case should be assigned a unique case number • A case created by staff should be able to accommodate either a specified or anonymous complainant	* assumes paper complaint is accommodated using basic record creation in back office	1			1
M	Staff would like to have a workflow that is a simple task structure	• Be able to create a new case with the workflow structure in tact • Be able to step through the workflow using all tasks and status provided • Be able to "cycle" through workflow as necessary • Be able to override workflow as supervisor when appropriate • Be able to close a case and it's workflow	* Workflow and tasks included in main record creation.	0			0
S	As Staff I would like to be able to lookup complaint by complainant or respondent so I can take action on a case	• Complaint type should be captured at submittal • Complaint type should be modifiable by staff to ensure proper categorization • Complainant information should be captured at submittal • System searches should be incorporated into the training and as appropriate the solution	* standard out of the box functionality to be used * Uses ASI, contact type, and record type information that is to be configured for searching	3		0	3
S	As a complainant It would be ideal to have a unique case and case number assigned for each new submittal	* record type is created with a unique record number • The case number should be able to be searched for by the on	* assumes base functionality	0			0

		line users (when not anonymous) and by State staff					
S	As staff I would like to be able to create a new case and attach documents and evidentiary information as necessary	• Staff should be able to attach electronic docs (pictures, letters, pdf, word, etc.) to a case * Categories for attachments created as described by SME	* attachment categories configured * turn on Elect Doc Mgmt. for record type	5	5		10
S	As a complainant I would like to be able to create a new case submittal and attach documents and evidentiary information as necessary	• On line users should be able to attach electronic docs to a case (photos, letters, etc.) • Electronic docs attached to the case should be able to be categorized (photo, other?)	* registered users could attach docs at any time * anonymous users may attach only at submittal * system max thresholds and doc type limitations as set by agency apply	1	3		4
S	The complainant would like to be able to look up the status of the case without having to bother the dept. (online)	• Case number should be provided to the complainant upon submittal • Complainant should receive email (when not anonymous) that confirms case number • Case number search in ACA should be provided and return ONLY certain aspects of the case	* ACA should only show status after submittal to a complainant	5	5		10
S	As staff I would like to be able to send an email or letter to the complainant requesting more information	• If an email is specified for an online account, send an email to the complainant when additional information is requested • Create a letter for requesting more information that can be sent to complainant • Change status of case to reflect more information has been requested	* 1 simple report (letter) to be created * 1 simple email to be created and automated to send based on workflow * create report as a word doc * allow staff to save to EDMS as necessary after editing	8	8	18	34
S	Staff would like to be able to evaluate and as necessary reassign internally or externally	• The workflow process of the case should be able to be assigned to specified staff	* system security restrictions may apply * manual assignment and due date using workflow	2			2

S	Staff would like to be able to search for related complaint information and license information in the system when evaluating a case	• Be able to search for related records (including complaints) based on: • Address • Licensed Professional • Case Number • Contact	* assumes standard production functionality - out of box	1			1
S	Staff would like to have a letter template for sending to complainant and copy respondent with a Closure Letter.	• Create a notification letter • Create a closure letter	* assumes two letters to be created * assumes word doc template to be created * assumes that docs can be attached to record EDMS	2		31	33
S	Staff would like to be able to forward case information to a "local jurisdiction" as necessary (is there a standard format for this?)	• Create a case log report that can be used to send to external jurisdictions when necessary. • Be able to attach the report to the case	* assumes 1 case log report to be created * assumes only basic crystal report queries to be used without complex logic * subject to crystal report formatting. If formatting must be compliant with a prescribed format then formatting may become more complex.			18	18
S	Staff would like to be able to generate a formal letter of complaint template from system collected information.	• Create formal letter of complaint • Be able to modify the letter of complaint as necessary in word • Be able to attach the modified letter to the case	* 1 simple report (letter) to be created * create report as a word doc * allow staff to save to EDMS as necessary after editing			13	13
S	Staff would like to have due dates tracked for response times after complaint letter is sent.	• Create a status for the case that reflects when requests or notifications have been made of complainant or respondent. • Set a due date for timely response • create a quick query for easily displaying records waiting for requests / notifications * create a report	* assumes 2 quick queries * 2 reports	5		31	36
S	Staff would like to have a way to list cases that have due dates that are ready for response/action or overdue etc.	* create a report for each case status to track	* assumes each status to be tracked will be a separate report			31	31

			* assumes 2 status reports				
S	Staff would like to be able to document the Hearing Report / Results on the case as well as the Final order.	• Using workflow tasks staff can make brief notes about rulings • Electronic docs that are published by commissions, inspectors, courts, etc. should be able to be attached to the case	* assumes that a simple asi group, task notes to be used * assumes that doc types are to be created * assumes using Agency standard EDMS	5			5
S	Staff would like to be able to create and send to the complainant and respondent a letter “The Final Order”	• Should the final order come from information collected on the case or a hearing body or other? • We can generate a template based on information in fields and allow the staff to augment as necessary with other information • Should be able to attach the final version of this doc that is sent to the complainant to the case	* assumes one report to be created based on information contained in the record * assumes word doc format so that it can be edited * Uses Agency standard EDMS			18	18
S	Staff would like to be able to assess and invoice fees	• Create a simple fee schedule that utilized a single manual fee assessment	* assumes this simple fee strategy is included in main record creation	0			0
S	Staff needs to be able to assess, invoice and pay fine/fees	• Checks should be submitted to finance and use the C3 process • CC payments should be redirected to finance and use C3 process • Finance dept. should provide receipt of payment to customer • <this needs to be discussed further!!>	* assumes no ACA ability to pay will be provided * assumes payment made via check to Finance and uses C3 process * assumes Staff will indicated payment in AA back office * assumes that workflow will include automation that verifies payment when fines are assessed	5			5
S	Staff needs to be able to generate an AIR (annual inspection report) for the year based on the violation from all parks based on the system information gathered.	• Create an adhoc report that will list all annual inspections for the year				13	13

S	Staff would like to be able to control who has permission to Lock/Hold and change the status of a License	• Ensure that only staff with proper security can control lock/hold/notice	* create a User Group for the Complaints staff * only allow Complaints staff to see details of a complaint * only staff that are part of the licensing agency or who are authorized to place / update a lock/hold/notice	13			13
S	Staff needs to be able to issue one letter to the respondent to advice of the violation before expediting the process to a formal hearing.	• Create a notice of violation report that can be sent by mail to respondent • Be able to attach the letter to the case • Be able to reflect the notification in the workflow of the process • Be able to set a due date for response by the respondent • Be able to track when a response has not been received and take the next step	* report for notice of violation * report for tracking NOVs			31	31
C	As staff I would like the complainant to receive an email verifying the receipt of a complaint with the unique case no.	• Except for anonymous users, email information should be collected at submittal • When an email is present then confirmation of the case will be sent via email to the complainant. • The email should verify basics of the case incl. case number • The email should be sent automatically by the system when the case is created • A follow up email should be sent to confirm that staff initial review has been	* assumes 2 different emails at 2 points in workflow * assumes no reports (letters) * assumes very limited information to be provided (security)	8			8

		performed • A follow up email should be sent when (other points of workflow?)					
C	Staff would like cases that should be directed to BPL or another State Agency to be sent to a standard email account	• Define a strategy for using the Reference Contact data set that specifies a CONTACT TYPE for case escalation. These contacts should include email and mail information that can be used when escalating a case • Send an email to this contact when escalation occurs	* This is an optional idea considered during workshops that may help track and streamline working with agencies that are external to Accela * story points are unqualified estimates ONLY as the full scope of this strategy has not been evaluated	5	13		18
C	Staff needs the ability to take action on the license.	• Allow authorized staff to be able to place lock/hold/notice on a license when it is determined that a complaint warrants such activity • Who should be notified?	* assumes manual ability for staff to place lock / hold / notice * assumes manual ability for staff to relate a complaint to a license * no notification included to licensee at this time	0			0
			Totals	142	47	204	393

COMPLETE BACKLOG
For
CODE OFFICIAL REGISTRATION
LARA /BCC Phase 2

5/25/2016

Version 1.0

Priority (MoSCoW)	Story	Acceptance Criteria	Assumptions	Config. (Story Points)	Scripting (Story Points)	Reports (Story Points)	Total
M	Staff would like to be able to have all Code Officials Registered in the system with a unique registration number that reflects applicable information	* Code Official Registration Record created * Unique Record Identifier	* 2 rec types created (application / registration)	31	31		62
M	Staff would like Code Officials to be able to apply online to make the application process more efficient	* Code official can submit information and create a new application	* 1 page flow for ACA application	31	31		62
M	Code Official can pay for application online	* include the redirect to CEPAS * include the paper check and CEPAS payment process as implemented for plan review		13	18		31
M	Staff should be able to charge $75 for a 3 year registration or a prorated amount based on years remaining in the cycle	* create basic fee schedule		2	3		5
M	As staff I need to have access to legacy data from our current system. Assumes state will provide a delaminated text file. Which can be converted into ORA SQL tables.		Assumes this will be from a CSV file and will be approx. 2,000 records. Will have to create an Accela account for each. State will handle notifying public		60		60
S	Code Official would like to be able to renew registration on	* Code Official can renew registration	* 1 page flow for ACA application	31	18		49

	line						
S	Applicant would like to be able to provide license info or work history as electronic attachments with the application	* include EDMS * configure doc groups	* configure doc types * applicant can submit anytime * notify Staff when new info submitted	3	8		11
S	Ensure that payment is made in full before review and approval	*key points in workflow validate payment of assessed fees has been completed before continuing * if online application specifies paper check then ensure a record status reflects *	* 2 workflow validation scripts *	3	3		6
S	Staff needs to be able to contact an application and request move information	* send email * send letter * update record status * set due date for applicant * create a report to track requests for info * create a quick query		36	13		49
S	Staff would like to be able to issue an approval letter	* generate an approval letter * create the letter as a word doc * allow modified letter to be attached as electronic doc * tie approval letter to workflow	* quick query for approved * word doc letter (report) * use out of box EDMS	16	8		24
S	Staff would like the renewal process to be automated to occur every 3 years	* develop a renewal process that includes (expiration, batch processing, and	*2 batch processes * report to show expired registrations	21	31		52

		online renewal)	* quick query to show about to expire and expired registrations				
S	Staff would like Code Officials to receive a letter notification for expiration	*about to expire letter *expiration letter	*2 letters * 2 emails	44			44
			Totals	231	224	0	455

COMPLETE BACKLOG
For
PROGRAM REGISTRATION

LARA /BCC Phase 2

5/25/2016

Version 1.0

Priority (MoSCoW)	Story	Acceptance Criteria	Assumptions	Config (Story Points)	Scripting (Story Points)	Reports (Story Points)	Total
M	Staff would like a Record created in the system that will allow for all attributes of an elevator to be tracked for the permit	* Single Record Type created for Program Registration * Basic attributes of the custom fields, workflow, fee schedule, etc. defined	no automation included in the framework other than basic license scripting for expiration	34	34		68
M	Coordinator would like to be able to submit an application for a program online to streamline the application process	• Coordinator should be able to fill out an application with necessary information • Only coordinators with required qualifications should be able to apply (don't think there is any real way to do this today!) * One Online Page Flow is designed for permit application	* 1 ACA page flow and help / instructional text * assumes that there is not an ability to pre-qualify coordinator	34	13		47
M	Coordinator would like to be able to create an online account so they can manage their business on line	* Coordinator should be able to login and create an account	core product functionality	2			2

S	Staff would like to ensure that New Code changes can be worked into existing Programs so that program qualifications are kept up to date	• Staff should be able to search programs based on what code applies (BLD, ELEC, MECH, PLUMB) • Staff should be able to manually mark programs that need to be verified based on a code update • Staff should be able to automatically run a batch that marks programs for verification following a code update	* In order to automate this, it will be necessary to collect required data on application * any data converted must be in the same format as designed for future use	13	34		47
S	Staff needs the ability to contact Companies to advise of changes to ensure coordinators keep qualifications up to date	• Staff should be able to send an email to coordinators when a program needs to be updated after a code change • Staff should be able to send a letter An amendment / renewal should be created for programs requiring update online	* Once a program has been marked as requiring an update due to a code change, A Batch can send an email to the company / coordinator. * A distinct record type for the renewal will be needed * A distinct record type for the amendment of a program will be needed	34	34		68
S	Coordinator would like to be able to provide course material / example as electronic attachments with the application to ensure all information is provided for application	• Coordinators should be able to attach electronic documents • Coordinators should be able to mark the attachments as certain types of documents	* configuration to include proper categories * only allow attachments to be submitted at specific points in the online process * when a doc is	13	13		26

		(course material, syllabus, example, etc.)	submitted / updated staff needs to be aware of the activity				
S	Coordinator would like to be able to pay online at the time of application submittal to simplify the payment process	• Coordinators should be able to submit payment as part of the application • Coordinators should have fees assessed based on fee schedule	* use the functionality for CEPAS that exists for plan review today	13	21		34
S	Staff needs to be able to accommodate a paper submittal even after system deployment so that customers without online access are supported	• Checks sent by applicant should be directed to the finance dept. and as part of the C3 process then redirected back to the staff • When an applicant submits on line and sends a paper check, it needs to be clearly marked via status until payment is received	C3 and CEPAS functionality	1			1
S	Staff needs to be able to issue an approval letter for an approved course to ensure that the coordinator receives proper notification easily	• Change the status of the program to reflect approval • Send letter to coordinator Send email to applicant	* record status and task update * create an approval letter * email applicant * set expiration of program for 36 months	8	8	13	29
S	A Coordinator needs to be able to specify that a course applies to multiple categories for a submittal to ensure that all relevant trades are associated and tracked for review	• Capture the necessary categories on application submittal Allow staff to see the categories and verify	* include appropriate checkboxes for online intake	1			1

S	Staff needs to charge $150 per course submittal in order to comply with the fee schedule	Apply the fee for each application	* create basic fee and allow for manual application	1			1
S	Staff would like course reviews to occur simultaneously to ensure that reviews are done efficiently and completely	• Define system workflow tasks so that reviews occur simultaneously Define system workflow to ensure that all reviews are approved before continuing with process	* Basic parallel processing used by system	1			1
S	Staff needs to be able to keep track of code changes and the need to reflect for a course to be updated so that effected programs can be notified and updated when appropriate	Include the tracking of code changes and renewal for trades	* for a more formal tracking process a record that mandates a renewal (early) due to code change will be necessary * distinct record that also set the expiration based on due date for compliance	34	34		68
C	Staff would like to ensure that payment in full online is completed prior to application review to ensure that payment is not overlooked	• Before a program is assigned to staff for review, the payment should be paid in full • The system should clearly mark by status the applications that are ready/not ready for review • The system should purge partial applications after	* incorporated basic fee payment at points in the workflow - i.e. submittal * include record status that reflects submittal with and without payment *create a batch program that will detect TEMP records that have not been	13	21		34

		they age (how long? 6 months? Other?)	completed and are older than 6 months and purge * create unique TMP record identifier				
C	Staff would like to ensure that payment can be made for multiple course submittal at once to make payments easy for customers	• ACA shopping cart should be able to be used as system designed	* core system functionality * uses existing CEPAS functionality	1			1
C	Staff needs to be able to contact a coordinator asking for additional information via email to ensure that missing information is collected	• Change the status of a program record to clearly note that more info is required • Sends email to the applicant	*create a notification letter * base on Workflow * update status * email applicant	8	8	13	29
C	Staff needs to ensure that an application applies to only 1 course at a time so that there is no misunderstanding in the application and approval process.	• Staff can review the application and verify manually that 1 course is described Informational text should direct the applicant to only submit 1 course per application	* this is a manual review	1			1
C	Staff needs to direct reviews to Chiefs based on the categories specified (Code Inspector / Official Classification) so that all applicable trades are reviewed for program qualifications	• Allow the staff to manually determine the chiefs to provide reviews Automate the system to determine the reviews required based on the categories selected	* this assumes automated review based on checked categories	1	8		9

C	Staff needs to be able to process Trade reviews within 7 business days	• When trade reviews are assigned set the review due date to be 7 business days • Create a global quick query where overdue reviews can be easily identified Assign the review to the correct group / individual as necessary	* set due dates for reviews when assigned	8	8		16
C	Staff needs to be able to generate a current course list (with basic course info) so that they can post the information online.	Create a report that shows what programs are current – PDF XML or Word Doc	*report for course list to be produced in PDF, Word or XML format			13	13
C	Staff needs to be able to put renewals through a review process so that the renewal process for review is in sync with that of original application	• Create an amendment process that occurs on a periodic basis • Ensure that program status is updated to reflect renewal Ensure that program status can show expired programs	* ensure that renewals submitted by the coordinator have been paid for prior to review *	34	34		68
C	Staff would like the ability to notify all course coordinators that their course may require updating based on the trades implementing a code change to ensure the programs are updated efficiently	• Send mail to program coordinators advising of course update verification • Send email • Update program status Set a due date for coordinators to comply or the course may be marked as out of date	* create a report (letter) for all coordinators that lists what code discipline has been updated and the courses they have active that are affected. * develop a batch solution for this process that will email all coordinators		34		34
			Totals	255	304	39	598

ELEVATOR PERMIT BACKLOG

LARA /BCC Phase 2

5/25/2016

Version 1.0

Priority (MoSCoW)	Story	Acceptance Criteria	Assumptions	Config (Story Points)	Scripting (Story Points)	Reports (Story Points)	Total
M	As an inspector I need the ability to verify witnessing an acceptance test.	*click a box - pass or fail	ASI added to an inspection summary and then may need to be scripted to copy back to a table for tracking	3	5		8
M	As an Owner/User I should be able to submit an Accident report online for an elevator so that it is received and reviewed by the division more timely for evaluation purposes than mail email.	* An owner/user can go on line and create an accident report for a Serial * The Accident is related automatically to a serial * Work flow process is executed when an accident report is submitted that ensures timely review of the accident * A notice is sent immediately to internal State Staff that alerts them of the accident submittal	* A Unique Record Type must be created that can be related to a Serial * Online ACA page flow to be created * no fees or inspections are associated to this process	34	13		47
M	As management I would like an elevator accident report notification immediately so we can track and ensure accidents are addressed properly	TBD	* An adhoc report that lists accidents for a serial along with location information and accident information			13	13
M	staff would like the ability to find historical accident information	*Data is loaded and visible per the approved mapping document	* assumes the accident information is contained within the permit information today * does this need to				0

			be extracted and isolated?				
M	As an Inspector, I need accident report notification automatically assigned to my tasks like permits and have a comment field to be able to make comments	Standardized comments (click boxes)	Need to understand what the assignment would be based on.	0	15		15
M	As management I need the system to create an account/billing number when a new serial device is added or allow user to select an existing account #	Is this a request to create and use trust accounts?	NEED MORE INFO	0			0
M	As staff, I need the ability to search by account number and location number	What is the account number?	NEED MORE INFO	0			0
M	As an inspector I need the ability to record my mileage in AMO at each inspection or stop	turn on product functionality related to inspection mileage tracking	* No scripting, just config.	3			3
M	As an Inspector I need the ability to record detailed information for each inspection	* create standard comments	* product provides a text box as a standard component of inspections that allows an inspector to capture / journal result information from an inspection	5			5
M	As an Inspector I need the ability to record if an elevating device has been Sealed Out of Service (SOS)	*BD - Building Torn Down *Do - Dormant *NC - noncompliance of Correction Orders *NP - nonpayment of invoices *OW - Owner's Request *Safety Violations *UO - Unit Torn Out	* did not discuss during workshops so I may be missing something, but I'm making assumption that would require 1) new record status 2) lock/hold/notice 3) not sure how to or if automation is possible	3			3
M	As a Contractor I need the ability to request a device to be used for temporary purposes via a template/form to be submitted to the division		* is this simply a standalone device type?	20			20

M	As a Contractor I need the ability to request overtime for an inspection via a template /form to be submitted to the division		This could be done today by a contractor placing a note on the inspection request - or data could be collected for a more automated solution	10			10
M	As Staff I need the ability to verify an inspector is keeping current by recording their weekly inspection activity		*ad hoc report for activity *quick query to easily show inspections for a time period	3		13	16
M	Staff would like to ensure that a Periodic Renewal process is automated for all Serials to ensure that elevators are scheduled for inspections and renewal in a timely fashion	* each record type is defined with an accurate renewal period * each record type has an associated amendment for Renewal created that controls the Active / Expiration status of the Serial * each record type has a batch process that executes daily to automate the expiration * each amendment facilitates the expiration and inspection process for renewal * each renewal notifies the Contractor / Owner by email * each renewal notifies the Contractor / Owner via on line account status * each renewal notifies the Contractor / Owner by letter	* assumes that the renewal process / amendment / notifications are created for multiple record types that include a single device type	89	55		144

M	As an inspector I should be able to add a correction order violation to the serial so there is proper tracking	* create a new record that is attached to the Serial Record * create a notice on the Serial that specifies the violation until resolved * ensure that the violation can stop the SERIAL from being renewed	* assumes that the creation of the violation can be related to the SERIAL, a PERMIT, or a Contractor using system related record functionality	34	34		68
M	As an Inspector, I need a correction order with a severity of 3 to show up in my tasks for follow up.		script to evaluate correction order severity and auto create an inspection and assign		5		5
M	As an inspector I need the ability to issue a correction order with the capability to email issued correction orders to owner/site or have it printed and mailed from the office		* correction order letter			13	13
M	As an inspector I need the ability to comply corrections orders at time of inspection		* based on type of inspection and the result create up to 3 versions of this compliance automation		5		5
M	As an Inspector, I need the ability to indicate the severity of a correction order	system to default to a severity of 1= low severity - follow up by inspector not required- 2= moderate severity follow up required at next inspection, 3 = severe - follow up required (no COO issued)	Severity Custom Field <dropdown>	1			1
M	As management I need the system to create an invoice after an inspection is performed which can be emailed or mailed to the elevator owner/billing		* invoice report			18	18

M	As management I need the system to create an invoice after an inspection is performed which can be emailed or mailed to the elevator owner/billing via Inter-Account Billing thru the State of Michigan		* invoice report IAB * assumes the basic invoice is adjusted			13	13
M	As management I need the system to create a past due invoice if the owner has not paid the original invoice after an inspection is performed which can be emailed or mailed to the elevator owner/billing		* past due invoice report * assumes the basic invoice is adjusted			5	5
M	As management I need the system to create an invoice if billing information is updated and inspections need to be rebilled which can be emailed or mailed to the elevator owner/billing		* should not require any config or report development	1			1
M	As management I need the system to utilize existing account numbers converted from BRIDGE to create an invoice to be emailed or mailed to the elevator owner/billing after the inspection is performed		* is this accounted for in the data conversion?	0			0
M	As management I need the system to create account numbers per for owner/billing address so all elevators owned/managed by one entity can be batch invoiced		All invoices will be associated to a contact so this should be handled by the out of box functionality	0			0
M	As an inspector I need the ability to delay invoicing until all elevators at the same location are inspected.	Assumes invoicing is automatic after inspection entered, but the inspector can check a box to delay until all completed.	more information needed	0			0
M	As an inspector, I need "delayed invoicing" selections needs to stay in my tasks.		more information needed	0			0
M	As staff I need the ability to run a current or specific timeframe query for all Delayed billing for evaluation		This will be a quick quarry that can be run at will. It more of a training task that State can tackle	0			0
M	As an owner I need the ability to pay my invoice partially or in full		partial payments cannot be handled	10			10

	on line with a credit card.		via CEPAS today -				
M	As a Contractor I should be able to create an Online Account so that I can manage my business with the State	Shall allow a contractor to associate with state licenses	* No Scripting. * Shall utilize standard system functionality to allow for an account to be created that is secure * Uses the out of the box sign up functionality.	1			1
M	As management I need the system to utilize existing location numbers for each serial to associate existing contact information and facilitate location name changes	Staff needs the ability to change a location name for all elevators at the same location by changing 1 location #	Need more information - Location information is collected - why do we need to number the location? Believe this will be handled with the out of box functionality of Accela	0			0
M	As management I need the system to create a location number when a new serial device is added or allow user to select an existing location #		Need more information - Location information is collected - why do we need to number the location? Believe this will be handled with the out of box functionality of Accela	0			0
M	As a contractor I should be able to submit an application online for an installation/alteration permit to an elevator so that I can efficiently conduct permitting business with the State	* This amendment (Alteration) should be against the SERIAL and not the original construction permit. * The amendment should be created and automatically related to the Serial	* assumes that a single amendment can work for either single / multiple serial types.	34	34		68

M	If an alteration permit is selected a serial # will not be created but existing serial# will be required information on the permit Staff would like a Record created in the system that will allow for all attributes of an elevator to be tracked for the permit	* multiple Record Types (one per device type) capable of specifying the device type and corresponding attributes is issued * The ACA Page flows will require minimal scripting to only show/collect appropriate attributes	* This is the single record type strategy and	89	34		123
M	Staff would like the information from the historical permits to be synchronized to fit with the new permit record design	* Multiple executions of the data conversion have been executed allowing the team to refine the data mapping	This will be handled via data conversions				0
M	When Applying online for a permit I expect to be able to pay online with cc	* Implement ACA payment consistently with existing functionality found with Plan Review process * Redirect to CEPAS successfully * Include user instructions that help an applicant understand next steps * Submit and create a real record that is accessible in the back office with appropriate status reflecting payment	* significant workshops are typically necessary for users to refine messaging online * each individual rec type will require this LOE in order to implement the page flow process properly	13	13		26

M	Staff would like the ability to find historical permit information in the system for research ability	*Data is loaded and visible per the approved mapping document	* client will provide data that has been scrubbed, normalized, etc. for the creation of oracle sql tables * all historical information from different datasets must be migrated into an Oracle SQL table *Standard Accela staging tables would be created from the information Loaded into Oracle SQL tables * Using the data from the staging tables fields will be mapped using the data conversion tool				0
M	As a contractor I need the ability to review all my permits and their status they are in with sorting capabilities.		general product functionality determines User experience including sorting	1			1
M	As a contractor I would like all my permits to associate with my Online account		general product functionality	1			1
M	As an Inspector, I need the ability to "reinstate" or keep a permit from auto closing		Product provides an expiration portal that allows users in the back office to change the expiration date	1			1
M	As a Contactor, I need the ability to "reinstate" or keep a permit from auto closing		If this is necessary, we need to understand under what conditions this would be permitted. It would require an amendment record type to be created for approved contractors	21	34		55

M	As an inspector I need to the ability to issue an approval/ denial with the capability of emailing the permit holder (contractor) or have it printed and mailed from the office		* Inspector can result an inspection which triggers the auto email of contractor when an email is available. * approval letter * denial letter	2	3	26	31
M	As staff I expect that all necessary application information will be is collected in the system via required fields	* Address, Parcel, Owner information is configured * Applicant information is configured * custom fields and tables are configured that are based on existing application	* application, reports, and data conversion information will be evaluated to determine what data is to be collected, made required, saved for historical perspective, etc.	5			5
M	As a Contactor/Journeyperson, I need the ability to record safety tests on the serial record and attach the report to the serial #	*Licensee enters serial # * Location name, address, device type and capacity are displayed *licensee verifies he has the right serial # *enters test type/s performed, 1, 2, 3 or 4 *uploads test form to serial device	*Safety Test should be developed as a standalone record type so that it retains full archival information and can be initiated via web	21	34		55
M	Report for overdue safety tests		* aging report to print out all safety tests by device type			18	18
M	Staff would like a Distinct Serial Record to be created that describes the attributes of an elevator	* The Serial Record should be able to be created as a distinct record	* A Serial Record is the parent of any installation permits, accident reports, annual inspections, maintenance submittals, safety tests, correction orders and alterations performed for an elevator * Except for a permit to construct, all on line activities applied for by a	34	13		47

			contractor should be on the Serial				
M	As an inspector and staff, I need the ability to review inspection history on each device		Inspection History is saved for all resulted inspections - this is Product functionality and there is no work involved	1			1
M	As Staff I need to be able to add an elevating device without a permit for existing devices found without serial		Assumes a Serial Record would be created manually	2			2
M	As staff I need to have access to legacy data from our current system.		Assumes state will provide a delaminated text file. Which can be converted into ORA SQL tables. Assumes conversion size is limited to one data source and 18 flat files provided by Allan Parker during analysis session.	210			210
S	As Staff, I would like to see all records that have been closed for X period of time be automatically moved to a status of “Inactive”	When all records meeting this criteria are auto marked inactive	Assumes this will be a Med/High complexity script and workflow is in place	4	16		20
S	As staff I would like to be able to create an accident record from a mailed in report from	TBD	* Create a complaint record type that is	0		13	13

	Owner		'Accident' and allows accidents for a serial to be tracked				
S	As staff I would like an Owner to be able to create an accident report online to expedite the submittal/review process	TBD	* Online create a complaint type that an owner/contractor can submit that tracks an Accident			13	13
S	Staff would like the ability to have historical accident report information that is still in progress available in historical queries immediately	* Multiple executions of the data conversion have been executed allowing the team to refine the data mapping	This will be handled via data conversions				0
S	As management I would like an Inspector Activity report created that shows inspector production-over time	TBD	* An ad hoc report that shows annual fiscal year information for an individual inspector by inspection category, and monthly inspections with yearly totals			13	13
S	As an Inspector using AMO, I should be able to sort the inspections by zip code so I can go through the inspections easier.	* Inspections are sorted ASC or DESC according to zip codes. * Shall Incorporate and Train Inspectors using standard AMO functionality	* Using out of the box features available. No customization.	1			1
S	As an owner I need the ability to print my certificate of operation after I have made payment online		*create a COO permit and make it accessible on line for owners	2		13	15

S	As a Contractor/Licensee I need the ability to verify in ACA compliance of correction orders	*Licensee enters serial # * Location name, address, device type and capacity are displayed **licensee enters date Correction order was written and date correction order was compiled…	* Standard ACA functionality lists all associated records for which a Correction Order is a unique record type. * product user experience for searching is standard functionality				0
S	As Staff, if correction order is for safety tests only- auto comply when safety tests performed/entered		script that would verify the type of test and auto close based on a "pass" result		5		5
S	As an Inspector, I need to be notified when a correction order is complied		script that emails inspector with inspection/result info		5		5
S	As an inspector, I need the ability to search correction orders by severity and zip code.		report for listing correction orders			18	18
S	As an Inspector, I need the ability to review past correction orders issued by date, zip code, serial#, or location		* report for correction orders			18	18
S	as an Inspector I should be able to result a Correction Order with the correct status so that our inspection results are recorded properly	* Inspection can be resulted as either Compliant or Non-Compliant		1			1
s	As Staff, I need the capability to add notes to any invoices regarding payment		more information needed	0			0
S	As management I would like an elevator IA Billing Report to be created to track billing over time	TBD	* An adhoc report that shows only IAB activity by dept. name, invoice number, serial number, inspection date, and invoice amount			13	13

S	As an inspector I need to be able to assess additional inspection fees when necessary	* inspector can reschedule an inspection * Inspector can schedule a follow up inspection * Inspector can assess a fee manually when necessary * System ensures that workflow processing verifies that appropriate fees and inspections are complete before allowing continuation of tasks such as Issuance, COO, etc.	* basic zero balance and fee completion validation	3	5		8
S	As a Contractor I would like to associate my Online Account with existing State Licenses that are available in AA for consistency and ease of use	Shall allow a contractor to associate with state licenses	* Scripting and a process that ensures account ownership has been developed by Scott and Accela using the "PIN" strategy.	3			3
S	as management I would like an inspector Activity by Month (inspections) Quick Query to be created so we can see at a glance how many inspections have done per Inspector		1 Quick Query		3		3
S	as management I would like an inspector Activity by Month (inspections) Quick Query to be created so we can see at a glance how many inspections have done by all Inspectors		1 Quick Query		3		3

S	As a contractor, I need the ability to schedule permit inspections on ACA	*contactor can view available days only *contactor can request day for inspection *inspector must accept inspection *charge a fee for changes and cancellations **(is this allowed per Statute?)**	Inspection schedule request is a standard product feature for ACA	3			3
S	As an inspector, I would like to have new elevator installation inspections assigned to me when appropriate	* When an inspection is assigned to an inspector, they should be able to see the inspection in job list and be able to take action on it.	* using out of box product functionality associated with AA inspection portlet, AMO, App. * provide Quick Query views for inspections based on rec type, device type, assigned, unassigned	2	5		7
S	As Staff I should be able to determine ~~what~~ when Plan Reviews are required based on information provided in the application	* Allow Staff to review application and manually specified reviews required * Allow reviews to be conducted simultaneously * Allow the denial of a review to cause the applicant to be notified * Ensure that more information can be requested of the applicant as necessary * Allow for all plan reviews to be skipped when	* assumes basic workflow configuration to be used and does not require scripting * assumes notification by email	5	5		10

		appropriate					
S	Staff would like the ability to find and work on permits that are open following the data conversion	* historical permits reflect their current status at the time of conversion (Open / Closed) (Issued / Review in Progress / etc.) and are able to be processed by staff	* information provided to the data conversion team must already include unambiguous status information so that it can be easily mapped into Accela permit information				0
S	As Staff I would like to be able to identify and notify owners and contractors via email or mail when their permit or Serial is overdue	* Create a notification Letter for a Serial that is overdue * Create a notification letter for a Permit that is overdue * configure the permit so that it will expire in accordance with code * create a Global Quick Query that will show permits that are overdue * create a Global Quick Query that will show serials that are overdue for inspection * create an aging report for Serials * create an aging report for permits	* there are several items identified for expiration and aging management here	18	18	21	57

S	As staff I would like for an Applicant to be able to specify multiple addresses as appropriate so that it is clear how the addresses are used to communicate	* Collect Device Location * Collect Applicant address * collect Owner address * Collect Contractor address	* configuration to use standard addressing features of product	2			2
S	Staff and inspectors need the ability to have historical safety test information		* report for safety tests performed for a serial			31	31
S	As Staff I would like to be able to search the system for related permits, licenses, etc.			2			2
S	As a contractor I should automatically be issued a Unique Serial # upon successful completion of an installation	* When Approval COO is issued on a new permit a corresponding SERIAL record should be created * The permit and SERIAL record should be related and the SERIAL should be set as the parent	future work to be completed on the elevator should be amendments against the serial	8	13		21
S	As an inspector or mgmt., I would like to have a Quick Query for all elevating devices that are in Sealed out Service status.		Quick Query based on either a status and or up to one ASI field	2			2
S	As an inspector, I would like to have new elevator installation inspections assigned to me when appropriate		The Inspection Portal will show inspection assignments. Product functionality exists for inspection assignment	1			1

C	As management I would like an elevator inspection activity report created so we understand inspection work	TBD	* An adhoc report that shows inspection activity by inspection type for each month in a previous 12 months with totals and is to include travel time and working time			13	13
C	As management I would like Inspectors to be able to track inspection and travel time so we can understand the costs associated with inspections	TBD	* Using AMO, inspectors should be able to capture time			13	13
C	As management I would like an Elevator Certificate Control Report to be created monthly so we understand what certificates have been issued and are active	TBD DO WE NEED? Probably not, we can make the determination by querying Accela	* An adhoc report that provides serial number, device capacity, location info			13	13
C	As management I would like an Elevator Certificate Control Report to be created that shows our certificates for a selected period of time	TBD DO WE NEED?	* An adhoc report that provides serial number, device capacity, location info			13	13
C	As management I would like an Elevator Correction Order Report to be created so we can see what issues have been identified for a period of time	TBD	* An adhoc report that provides serial number, issue number, rules, test dates			13	13
C	As Management I would like an Elevator Open Correction Order Quick Query to be created so we can see our business at a glance	TBD	* Quick Query for selecting Open Correction Orders	3			3
C	As management I would like An Elevator Overdue Correction Order Quick Query to be created that allows overdue orders to be seen at a glance	TBD	* Quick Query for selecting overdue Open Correction Orders	3			3

C	as management I would like An Elevator Open Correction Order Report created to track our business	TBD	* Ad Hoc report for listing due/overdue correction orders by overdue, serial number location, device type, due date			13	13
C	As management I would like an Elevator Correction Order complied report to be created that helps us track corrections	TBD	* Create an adhoc report that lists serials by number, inspector, issue date, complied due date and complied date * Create an adhoc report that lists NON compliant serials by same information			21	21
C	As an Inspector I would like to be able to use the Inspector App to make tracking an inspection in the field efficient	Shall incorporate and train Inspectors to use standard Inspector App functionality	* Using out of the box features available. No customization. * Inspections are assigned manually. No auto assignment.	1			1
C	As management I would like An elevator Invoice Control Report created so we can understand financial expectations for elevator permits	TBD	* An adhoc should be able to show invoices by number, serial number, inspection date, invoice amount			13	13
C	As management I would like An elevator IA Billing Report created so I can see inter agency billing	TBD	* An adhoc report that shows only IAB activity by dept. name, invoice number, serial number, inspection date, and invoice amount			13	13

C	As management I would like an Elevator Revenue Report created to understand financial information	TBD	* An adhoc report that shows annualized information for fee codes, the fee code description, broken down by monthly and quarter revenue with totals and subtotals			13	13
C	As management I would like a Past due inspection Report to be created for tracking our business progress	TBD	* An adhoc report that provides days past due, annual, biannual, and total inspections past due			13	13
C	As management an Accounts Receivable Report should be created so that we can track expected receivables	TBD	* An adhoc report that provides summary information for monthly invoices and totals issued for the last year by month * If adhoc reporting is used, the example provided may need to be adjusted for summary and presentation formatting			21	21
C	As management I would like an Elevator Revenue Overdue Report to be created so we can track late payments	TBD	* An adhoc report that provides days overdue, serial number, location, inspector, county, invoice date and invoice number			13	13

C	as management I would like a Past due inspection Quick Query to be created so we can see at a glance what inspections are over due	TBD	* A global quick query providing inspections past due	3			3
C	As management I would like an elevator "outstanding permits by inspector" report created for tracking our business	TBD	* An adhoc report that lists for each inspector their corresponding serials with details for date received, ctr, location, inspector, device, permit, and serial number			13	13
C	As management I would like an elevator "outstanding permits by contactor" report created that shows aging for permits	TBD	* An adhoc report that lists for each contractor their corresponding serials with details for date received, ctr, location, inspector, device, permit, and serial number			13	13
C	As management I would like An elevator "Permits Issued" report so we can see permit activity for a period of time	TBD	* For a given time frame create an adhoc report that can break permits into device categories for each month along with totals for the time period			13	13
C	as management I would like An Elevator" Permit" Control Quick Query to be created so we can see our permit control at a glance	TBD	* Global Quick Query in the Record Portlet should provide basic information	3			3
C	As management I would like an Elevator Permit Control Report to be created so we	TBD	* An adhoc report should be able to meet the			13	13

	can track permitting over a period of time		criteria listed in the example including permit number serial, device type, capacity, and location info				
C	As a contractor, the system will only allow me to submit requests for elevator permits if I have the required qualifications	* System should verify contractor licenses qualifications against the device type and allow only if the contractor is qualified for that device type. * clerk should not receive applications when contractor is not qualified * if for some reason an application is received by the clerk and deemed improper then the clerk needs to be able to deny the application via status	* A qualification / permit matrix will need to be developed * Scripting to evaluate application type, contractor qual, and matrix will be required * Scripting to handle the rejection / request for more information of a submittal will need to be created	5	8		13
C	As a contractor, when applying online for a permit I would like to see only the information that is applicable to the permit	* Custom fields that are necessary for the permit should be present in the online application. * Address, Parcel, location name, Owner, Applicant, and other standard State sections should follow existing standards *ACA expressions utilized to	* only necessary if single record type approach is implemented		28		28

		show/hide/require fields are implemented *ACA page flows created					
C	As management I would like An elevator breakdown by inspector report created for tracking our business	TBD	* An adhoc report that lists inspections scheduled / conducted for an inspector by zip and device type with totals.			13	13
W	Staff would like a Record created in the system that will allow for all attributes of an elevator to be tracked for the permit	* A single Record Type capable of specifying the device type and corresponding attributes * The Record should auto create a SERIAL when permit is issued * The ACA Page flow should be scripted to only show/collect appropriate attributes	* This is the single record type strategy and	34	89		123
W	Staff would like to ensure that a Periodic Renewal process is automated for all Serials to ensure that elevators are scheduled for inspections and renewal in a timely fashion	* each record type is defined with an accurate renewal period * each record type has an associated amendment for Renewal created that controls the Active / Expiration status of the Serial	* assumes that the renewal process / amendment / notifications are created for only one record type that includes all device types	34	89		123

		* each record type has a batch process that executes daily to automate the expiration * each amendment facilitates the expiration and inspection process for renewal * each renewal notifies the Owner by email * each renewal notifies the Owner via on line account status * each renewal notifies the Owner by letter					
			Totals	795	589	522	1906

COMPLETE BACKLOG
For
FIXED REQUIREMENTS

LARA /BCC Phase 2

6/22/2016

Version 1.0

Requirement	Description	Story Points Per Sprint	Total 18 sprints
Scrum Master (Eric Davidson)	lead daily Scrum meeting, schedule development, sprint planning and retrospectives, Manage Jira Board, Monitor project velocity	30	540
Project Management (David Madore)	Monitor velocity, develop weekly reports, resolve blocking issue	32	576
Program Management (Brenda DeGregory)	Contract management, Provide Escalation Path, Provide executive level status.	10	180
Lead Implementation Consultant Management Time (TBD)	Attend all scrum meetings, Helps direct priorities and consults on best practices.	15	270
Training Plan	Training Plan document **(Assumption is State will be conducting their own training)**	N/A	20
UAT Support 1 week duration per release	Defect correction, general support	30 per release	60
Go live Prep	Environment moves,	20 per release	40
One week Post Production Support	Defect correction and support staff in transitioning to new system	20 per release	40
SOW Development	Completion of phase 2 SOW	N/A	162
		Total Points	**1,888**

EXHIBIT B – SCHEDULE

TASKS	START DATE	COMPLETION DATE	COMMENTS
Release 1: CodeOfficialRegistration ProgramRegistration Complaints (Licensure) Complaints (Manufactured Housing)			
State of Michigan contract review and signature	August 1, 2016	August 12, 2016	
Accela contract review and signature * Sub contracts in place * Backlog loaded into Jira * Review current work completed by SOM	August 15, 2016	August 19, 2016	
Release 1 Kickoff/Product Backlog Elaboration (On Site)	August 22, 2016	August 23, 2016	Accela Scrum Master, PM and Lead Implymentation consultant On Site
Sprint 1 Development	August 23, 2016	September 5, 2016	
Sprint 2 Development	September 6, 2016	September 19, 2016	
Sprint 3 Development	September 20, 2016	October 3, 2016	
Sprint 4 Development	October 4, 2016	October 17, 2016	Accela PM and Lead Implymentation consultant On Site for week 1 of sprint (UAT)
Sprint 5 UAT/Go Live	October 18, 2016	October 31, 2016	
Release 2: Elevator Permit			
Release 2 Kickoff/Product Backlog Elaboration (On Site)	October 31, 2016	November 1, 2016	Accela Scrum Master, PM and Lead Implymentation consultant On Site
Sprint 1 Development	November 1, 2016	November 14, 2016	
Sprint 2 Development	November 15, 2016	November 28, 2016	
Sprint 3 Development	November 29, 2016	November 14, 2016	
Sprint 4 Development	November 15, 2016	December 12, 2016	
Sprint 5 Development	December 13, 2016	December 26, 2016	
Sprint 6 Development	December 27, 2016	January 9, 2017	
Sprint 7 Development	January 10, 2017	January 23, 2017	
Sprint 8 Development	January 24, 2017	February 6, 2017	
Sprint 9 UAT/Go Live	February 7, 2017	February 20, 2017	Accela PM and Lead Implymentation consultant On Site for week 1 of sprint (UAT)
Release 3: "Wish List Items"			
Sprint 1 Development/Release	February 21, 2017	March 6, 2017	Each sprint will end with approved development being moved into production.
Sprint 2 Development/Release	March 7, 2017	March 20, 2017	
Sprint 3 Development/Release	March 21, 2017	April 3, 2017	
Sprint 4 Development/Release	April 4, 2017	April 17, 2017	

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 14
to
Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Peter Stubbs
	703-200-9091
	pstubbs@accela.com
	*******7678

STATE			
	Program Manager	Tim Gajda	DTMB
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: LARA Construction Code Software

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ 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
$11,729,259.74	$ 0.00	$11,729,259.74

DESCRIPTION: Effective October 1, 2016, the parties add the attached statement of work related to miscellaneous post-go-live enhancements and production (non-development) support. The $55,500.00 cost will be paid using existing contract funds. Remaining MDARD contingency funds after amendment: $217,540.00. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

FOR THE CONTRACTOR:

ACCELA COM

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

William Pemble, IT Division Director

Name & Title

DTMB Procurement

Agency

Date

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

Project Title: MDARD / Accela – enhancements	Period of Coverage: October 2016 to March 2017
Requesting Department: Department of Technology, Management and Budget	Date: 10/01/2016
DTMB Project Manager: Richard Stankiewicz	Phone: 517-241-8011

BACKGROUND:

During final User Acceptance Testing (UAT) the agency (MDARD) identified several pieces of functionality they would like to see added or corrected to the current implementation of Accela. It was determined that none of these items were considered go live critical but would need to be addressed shortly after the go live. This Change Notice is governed by the terms and conditions set forth in Contract #071B3200042 with the exception of provision 2.311, Performance Warranty, which does not apply given the hourly nature of this Change Notice.

SCOPE OF WORK, TASKS AND DELIVERABLES:

At the State's option, Accela will provide up to 300 hours of technical expertise for production support at the existing contractual rate. Upon a specific request by the DTMB Project Manager, Accela will provide a Level of Effort to complete along with a documented approach, timeline, and requirements. The DTMB Project Manager will review the Level of Effort and inform Accela on whether the specific request is approved. Upon approval, Accela hours will be allocated by the Accela Project Manager to the required personnel.

For software configuration changes (which includes scripts, reports, interfaces, or whatever configs relate to the task we're working on)., the Level of Effort will include time for assigned resources to attend Scrum meetings, Project Management (including weekly status reporting), analysis, development, unit testing, deployment to test environment, defect correction, and final deployment to production. Accela will perform development and unit testing in the Development environment (SUPP). Once the change passes Accela unit testing, Accela will promote the change to the TEST environment, notify MDARD within 1 business day and MDARD will complete the verification testing and report defects to Accela within the agreed schedule for the task. MDARD will notify Accela when verification testing is complete, at which time Accela and MDARD will mutually agree to deploy the changes to Production.

<u>Accela Responsibilities</u>:

- Within 2 business days of receiving a written DTMB-185 form, provide a brief solution approach and time estimate. The time estimate will be in Story Points. 1 Story Point = 4 hours of work effort.
- Provide technical expertise, consulting or training via phone call or email
- Respond to technical inquiries by phone or email within 4 hours
- Provide technical solutions and configurations as assigned.
- Execute test cases provided by the Agency during unit testing and report results.
- Provide office hours via conference call, as requested.
- Support Agency personnel in building release management process.
- Participate in a daily Scrum meeting.
- Participate in a 1 hour planning meeting at the start of each sprint (if requested by the Agency).
- Provide MDARD with updates and forecasts on the hours used on a weekly basis.
- Update the State's DTMB-185 Form for the completed tasks after each two week Sprint, as defined in the acceptance criteria below.

<u>Agency Responsibilities</u>:

- Identify User Stories to be included in each Sprint.
- Provide the DTMB-185 form with agreed upon User Stories
- Provide specific task details for each User Story.

- Accept/Reject the Story Points assigned to each User Story
- Provide approval to proceed with specific tasks
- Provide resources for testing fixes or new functionality.
- Develop the Acceptance Criteria per User Story
- Develop test cases to verify Acceptance Criteria

DELIVERY/ACCEPTANCE CRITERIA:
Stories will not be considered complete until the DTMB Project Manager has formally accepted them. The following acceptance criteria apply:

On a daily basis, Accela will attend a daily Scrum standup meeting for approximately 15 minutes and provide updated information on tasks completed. On a weekly basis, Accela will provide status reports listing work performed and tasks completed. Accela will invoice, no more frequently than monthly, for services and tasks that have been completed. The State's DTMB-185 form will be used to record stories to be completed within a Sprint, which User Stories have been deemed completed during the Sprint, and which User Stories have been deemed not completed during the Sprint. The State's Project Manager and Accela Project Manager will review the DTMB-185 and sign the associated DTMB-185. Agency will also sign the associated Accela Deliverable Acceptance Form for each Sprint deliverable. Accela will bill the hours provided in the original Level of Effort for completed and Agency approved Tasks within the month they are completed.

<u>Assumptions</u>

- The Accela personnel assigned to these deliverables will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the MDARD configuration and business processes.
- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Some User Stories may be identified as zero User Point value. These are considered cost free to the Agency.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from "one voice" representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon mutual evaluation of project impact by Accela and the Agency, constitute a Change Request.
- Changes to the requirements/scope, work approach, timeline, or acceptance criteria for a task (User Story) may, upon mutual evaluation of project impact, constitute a Change Request.
- The Accela personnel are fluent in English
- The Agency has discretion to remove Accela personnel from the project

PROJECT CONTROL AND REPORTS:
Contractor will submit weekly progress reports to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain current status, actions taken, progress made, and any risks identified since the previous report.

PROJECT CONTACTS:
The designated DTMB Project Manager is:

Rick Stankiewicz
Michigan Department of Technology, Management & Budget
Constitution Hall, 525 W. Allegan St. – Lower Level Floor
Lansing, MI 48909
517-241-8011
Stankiewiczr@Michigan.gov

The designated Agency Project Manager is:

Thomas Benner

The designated Contractor Project Manager is:
David Madore

LOCATION WHERE THE WORK IS TO BE PERFORMED:
Contractor staff will work at their office location.

EXPECTED WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight hours per day, forty hours per week for State employee project support. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime rates will be permitted.

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

PAYMENT:
Price of Production Support is time and materials at the rate of $185/hour, not to exceed 300 hours.

Deliverable	Rate	Not to Exceed	Invoice Timing
MDARD Post Go-Live Production Support	$185/hour	300 hours	Monthly, if performed
Potential Total	Up to $55,500		

PROJECT SCHEDULE:
Production Support scheduling will be determined at the time the State utilizes the hours based on the work sought at that time.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **13**

to

Contract Number **071B3200042**

CONTRACTOR	
	ACCELA COM
	2633 Camino Ramon
	San Ramon, CA 94583
	Julian Munoz
	925-659-3247
	jmunoz@accela.com
	*******7678

STATE			
	Program Manager	Tim Gajda	DTMB
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: LARA Construction Code Software			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card	☐ Direct Voucher (DV)	☐ 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
$11,697,809.74	$ 31,450.00	$11,729,259.74

DESCRIPTION: Effective July 5, 2016, the parties add $31,450.00 to the contract for the services detailed in the attached Statement of Work for the MSP instance, comprised of $12,950.00 for enhancements and $18,500.00 for up to 100 hours of production support to be available upon request of the State at the existing contractual rate of $185.00/hour. Hours are to be used for production support only, not for development. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement approval.

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

Project Title: MSP – CVED – Accela Enhancements	Period of Coverage: 7/11/2016 – 12/31/2016
Requesting Department: MSP – Commercial Vehicle Enforcement Division	Date: 6/2/16
DTMB Project Manager: Ralph Borucki	Phone: 517-243-4982
MSP Business Owner Randy Coplin	Phone: 517-242-1631
DTMB Contract Compliance Inspector: Dave Roach	Phone: 517-284-3271

BACKGROUND

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6, 9, 11 and 12 ("Base Contract") remain in effect. Note: Change Notices 2, 7, 8 and 10 do not apply to the Michigan State Police (MSP) or Licensing and Regulatory Affairs (LARA) agencies.

The MSP-CVED project was originally specified in the Change Notice 3 – LARA MPSC Motor Carrier Division Statement of Work. Due to Executive Order 2015-10, dated March 18, 2015, the LARA MPSC Motor Carrier Division was moved into the MSP Commercial Vehicle Enforcement Division (MSP-CVED). Changed Notice 5 created a separate instance of Accela Civic Platform, named MSP, for the MSP-CVED Accela project.

PROJECT OBJECTIVE

The objective of this Change is for the vendor to add functionality and provide as-needed post go-live production support for the MSP-CVED application to support the business needs of the agency.

SCOPE OF WORK, TASKS AND DELIVERABLES:

DELIVERABLE 1 – ENHANCEMENTS

Appendix A contains the description, detailed requirements, and acceptance criteria for the each of the specific enhancements identified for this deliverable.

The following activities comprise the scope of DELIVERABLE 1 – ENHANCEMENTS:

- Analysis, requirement elaboration, and solution design
- Development and unit test of associated configurations in the SUPP environment
- Promotion of unit tested configurations to the TEST environment
- Functional and regression testing (and defect correction) for enhancements
- Promotion of enhancements to the Production environment

Accela will perform development in the SUPP environment and perform unit testing. Once the change from enhancements passes Accela unit testing, Accela will promote the change to the TEST environment for MSP and DTMB verification. Accela will notify MSP and DTMB when new changes have been moved to the TEST environment and MSP and DTMB will complete the verification testing and report defects to Accela within 3 business days. MSP and DTMB will notify Accela when verification testing is complete and the change is ready for deployment, at which time Accela will deploy the changes to Production.

The Deliverable will be considered complete once the State has tested the change in the TEST environment and formally accepted the enhancements in the Production environment. For a period of two weeks following production deployment, Accela will remediate defects not identified during the State's pre-production test. The DTMB Project Manager and MSP Business Owner will document deliverable acceptance in writing by signing the Deliverable Acceptance Form.

Project schedule:

	Task/Milestone	Responsible Party	Timing (CD=Commencement Date)
1	Document solution design	Accela	CD + 5 days
2	Develop and unit test solution	Accela	Task 1 + 10 days
3	State Functional Test	MSP/DTMB	Task 2 + 3 days
4	Defect Correction (if needed)	Accela	Task 3 + 1 day
5	Deploy to Production	Accela	Task 4 + 1 day

Accela Responsibilities:

- Work with State resources to elaborate the requirements and define solution approaches for each enhancement. The elaborated requirement and solution approach will be documented in a brief MS Word or email format, as needed by the team for each item.
- Develop and unit test the changes in the SUPP environment and promote changes to TEST environment when unit tests pass.
- Notify the State that changes are ready for testing.
- Remediate defects identified during testing.
- Promote changes to PROD upon approval by the State.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Collaborate with the assigned Accela personnel as needed to complete all tasks. This may include telephone meetings, emails and webex conferences.
- Assign a Product Owner who is authorized to make decisions regarding clarification and acceptance.
- Make available the appropriate Agency key users to provide required information, participate in the analysis sessions, and test the deliverables.
- Review and provide feedback, and acceptance, on each of the deliverables.
- State will provide access to JIRA for Accela staff for tracking defects.

DELIVERABLE 2 – POST GO LIVE PRODUCTION SUPPORT

At the State's option, Accela will provide up to 100 hours of technical expertise for post-production support at the existing contractual rate. Upon a specific request by the State's Project Manager and an approved response and estimate by Accela, hours will be allocated by the Accela Project Manager to the required personnel. To assist in planning, the parties will attempt to forecast the hours needed for upcoming tasks.

Accela Responsibilities:

- Within 12 hours of receiving a written SOM request, provide a brief solution approach, time estimate, and estimated delivery schedule.
- Provide technical expertise, consulting or training via phone call or email with sufficient task detail.
- Provide technical solutions and configurations as assigned.
- Provide office hours via conference call, as requested.
- Support Agency personnel in building release management process.
- Provide prompt notification, and seek approval, of any task or assignment that is expected to exceed the original estimate
- Provide MSP with updates and forecasts on the hours used on a weekly basis (or more frequent if requested by Agency).

- Provide monthly Deliverable Acceptance Forms for the completed tasks, as defined in the Project Controls and Reports section below.

Agency Responsibilities:

- Provide forecasted workload of upcoming assignments to allow the vendor to adequately assign resources.
- Provide specific written requests.
- Provide approval to proceed with specific tasks and to proceed on tasks exceeding the original estimate.
- Provide details and clarifications for specific tasks to be completed.
- Provide appropriate resources for testing fixes of new functionality and enhancements.
- State will provide Accela access to JIRA for tracking requests.

ACCEPTANCE CRITERIA - DELIVERABLE 2 – POST GO LIVE PRODUCTION SUPPORT

In the event the State requests production support, the parties will mutually determine the Acceptance Criteria appropriate to the support request prior to engaging in the support. Production support Deliverables will only be considered complete when the DTMB Project Manager and MSP Business Owner have accepted them in writing. On a weekly basis, Accela will provide status reports listing work performed, tasks completed and detailed time sheet. Accela will provide a Deliverable Acceptance Form (DAF) that shows the original estimate and actual hours for each specific completed task. Signing the monthly DAF signifies Agency deliverable acceptance.

ASSUMPTIONS

- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Changes to the mutually agreed schedule will be evaluated by both parties for impact and may constitute a change request if DTMB and MSP agrees the change is necessary and approves the cost impact.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from "one voice" representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon evaluation of project impact by Accela, constitute a Change Request. The Accela personnel assigned to these deliverables will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the MSP configuration and business processes.

SPECIFIC DEPARTMENT STANDARDS

Per contract 071B3200042.

Contractor will abide by all applicable MSP and DTMB standards where applicable, per contract 071B3200042.
All Contractor employees must have passed a criminal fingerprint background check as required by MSP.

PROJECT CONTROL AND REPORTS

For Deliverable 1, Accela will provide weekly status reports listing work performed, and tasks completed.
For Deliverable 2, Accela will provide weekly status reports listing work performed, tasks completed, and hours used.

PROJECT CONTACTS:

State:

The designated DTMB Project Manager is:

Ralph Borucki
IT Manager .NET Application Development and Support
Department of Technology, Management and Budget (DTMB)
Agency Services, Supporting MSP/DMVA
517-243-4982
BoruckiR2@michigan.gov

The designated MSP Business Owner is:

Insp. Randy L. Coplin, Assistant Commander
Michigan State Police
Commercial Vehicle Enforcement Division
517-242-1631
CoplinR@michigan.gov

Contractor:

The Contractor shall be responsible to assure all staff provided by the Contractor are qualified to provide the State with the necessary services. The Contractor guarantees that Key Personnel staff, identified below will actually perform the assigned work.

The designated Key Personnel is:

Key Personnel Role	Name	Duties
Project Manager / Single Point of Contact	Brenda DeGregory	Oversee completion of tasks Prepare status reports Identify and direct Accela resources Identify and manage project risks and issues

The designated Non-Key Personnel is:

Non-Key Personnel Role	Duties
Report Developer	Designs and builds the report (letter) associated with the enhancement or other report tasks under Deliverable 2.
Technical Consultant	Designs and implements configuration changes and automation scripting associated with the enhancement or tasks under Deliverable 2.

PAYMENT SCHEDULE

Price for deliverable 1 is firm-fixed and one lump sum payment will be made after all the enhancements have been fully accepted by DTMB and MSP.

For Deliverable 2, Contractor may invoice the State no more than monthly for work performed and approved by the DTMB Project Manager and MSP Business Owner. Rates for Deliverable 2 are firm.

Deliverables	Payment	Invoice Timing
Deliverable 1 – Enhancements	$12,950	Upon State formal deliverable acceptance
Deliverable 2 – MSP-CVED Post Go-Live Production Support	*$185/hour up to $18,500*	Monthly, if performed
Potential Total	*Up to $31,450*	

TRAVEL AND EXPENSES

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

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work will be performed remotely.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS

Work hours are not to exceed eight hours per day, forty hours per week for State employee project support. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime rates will be permitted.

Appendix A
Enhancements

<table>
<tr><th>Req #</th><th>Description</th><th>Requirements and Acceptance Criteria</th><th>Accela Notes and Assumptions</th></tr>
<tr><td>1</td><td>ACA User Account Electronic Linkage to the Legacy Data</td><td><u>Screen</u>: Not applicable.

<u>Purpose</u>:
MSP wants their customers to electronically be associated to their existing, legacy converted records. The objective of this enhancement request is for the vendor Accela to add a “PIN Record” to the current implementation. This functionality will allow MSP customers to link their new public user account with their legacy converted records.

<u>Requirements</u>:
Accela will develop “PIN Record” functionality in AA by creating a new record type. This record will allow MSP public users to link to their license record(s) migrated from the legacy system. When ACA users register and login to ACA they will be able to identify and select their Pin Record and be prompted to enter their provided PIN NUMBER. They will be given proper instructions on how to use the provided PIN NUMBER to initiate the link of their legacy system information to their new user account.

Accela will also build a Pin Record report to create letters that will include a unique PIN NUMBER for each active carrier and give information about the new automated Motor Carrier System. The mock-up of the letter will be provided to the vendor Accela by MSP. This report will be made available in AA for MSP staff to pull and print all the letters to be sent out to the active legacy carriers. Each letter produced will include the following information: CVED #, the created PIN NUMBER, motor carrier name, street address, city, state, zip code, phone number and email address if available. If no email address is available in the legacy system for any active motor carrier, the email address field will be identified as NOT AVAILABLE.

<u>Acceptance Criteria</u>:</td><td><u>Potential work to be done</u>
Create PIN record with ASI fields to collect PIN number
Create PIN page flow and add to Record Type filter in ACA
Create script to associate public user to their record via the PIN number
Create NEW report for manual letter to be mailed to customers
<u>LOE Estimate</u>

60 hours inclusive of analysis, development, test, and deployment

10 hours for project management and solution architecture oversight</td></tr>
</table>

Req #	Description	Requirements and Acceptance Criteria	Accela Notes and Assumptions
		1. The new functionality will be implemented in SUPP, TEST and PROD in both AA and ACA. 2. New record type will allow users to link their new public user account with their legacy information. 3. The Pin Record Report will be built to create letters as per the mock-up to be provided by MSP. 4. The new record type and the Pin Record Report have been tested and approved by MSP Product Owner.	

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 12
to
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Accela Com 2633 Camino Ramon San Ramon CA, 94583	Julian Munoz	jmunoz@accela.com
	PHONE	**CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)**
	925-659-3247	*****7678

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tim Gajda	(517) 284-5345	gajdat@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	BarronJ1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Lara Construction Code Software			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
n/a		n/a	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐No
MINIMUM DELIVERY REQUIREMENTS			
n/a			

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,697,809.74	$ 0.00	$11,697,809.74

DESCRIPTION: Effective March 15, 2016, the parties add the attached statement of work that restructures all remaining LARA Bureau of Construction Codes project deliverables from a waterfall to an agile development (Phase 2). This change notice details the business and technical analysis part of Phase 2 (Phase 2A: Foundations). The construction part of Phase 2 (Phase 2B: Implementation) will be detailed in a later statement of work and change notice. The $125,000 cost of Phase 2A will be paid for with existing project funding. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

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

Project Title: LARA Accela – BCC Phase 2A – Agile Foundations	Period of Coverage: 3/1/2016 – 6/30/2016
Requesting Department: LARA – Bureau of Construction Codes	Date: 2/16/2016
DTMB Project Manager: Bob Stelter	Phone: 616-644-1827
DTMB Contract Compliance Inspector: Tim Gajda	Phone: 517-284-5345

sow v.6

BACKGROUND

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6, 9 and 11 ("Base Contract") remain in effect. Note: Change Notices 2, 7, 8 and 10 do not apply to the LARA agency.

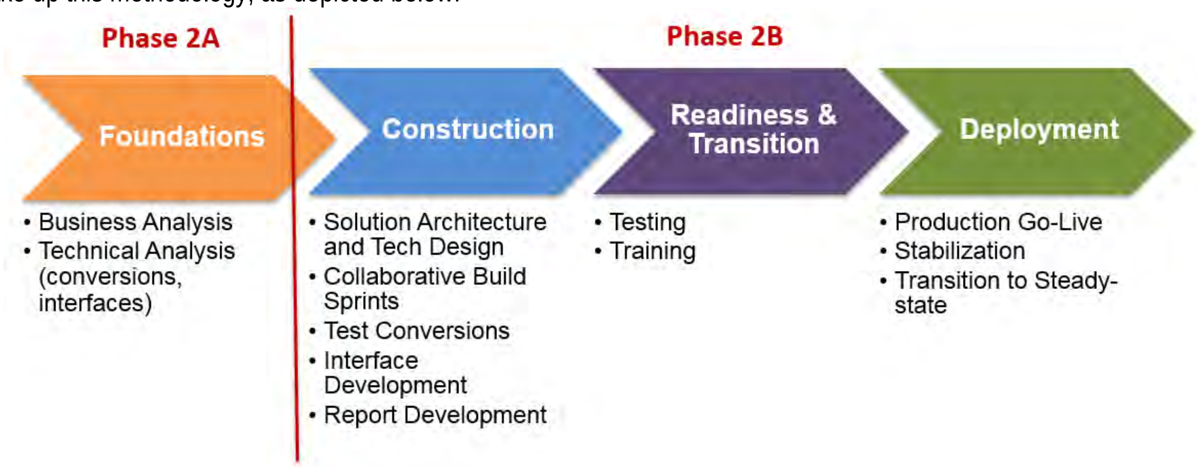
PROJECT OBJECTIVE / SCOPE OF WORK

BCC Phase 2 is hereby be broken into two segments:

1. BCC Phase 2A: Foundations (this SOW)

2. BCC Phase 2B: Implementation (a future SOW to be developed as a deliverable of this SOW)

In Phase 2, Accela will utilize an adaptation of the agile scrum methodology. There are four (4) segments that make up this methodology, as depicted below:



This Phase 2A SOW replaces original contract Deliverable 3B – Configuration Analysis and signifies both parties intent to develop a second Statement of Work that the defines the Build Phase sprints and final product delivery. The total LARA BCC project cost (including for Phase 1, Phase 2A and Phase 2B) shall not exceed the initial BCC project budget of $4,442,115.

DELIVERABLES

DELIVERABLE 1 – BCC PHASE 2A FOUNDATIONS ANALYSIS

Scope of Work

The following chart shows the original business process that were targeted for BCC Phase 2. These processes make up the scope for the Phase 2A Foundations phase.

Business Processes Originally Included in Phase 2 Scope	
Process Name	Phase 2
• Application for Permit	
- Elevator Permit	X
• Track and Manage Inspections	
- Elevator Permit Inspections	X
• Complaints	
- Licensure(s)	X
- Permit(s)	X
- Manufactured Housing	X
• Inspector Registration	
- Programs	X
- Instructors	X
- Code Officials	X
• Elevator Serials	X

Phase 2A will consist of the following activities:

1. Team Preparation – Both BCC and Accela team members will complete the following activities in preparation for the Phase 2A Foundations work

    a. Review original functional and technical requirements;

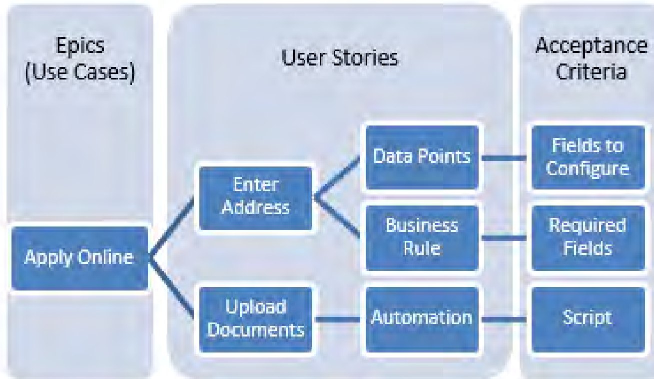
    b. Determine at a high level what is in scope and what is not in scope; and

    c. Complete any LEAN/Business improvement projects.

2. Business Analysis – Following the preparation activities, the team will begin the business analysis.

    a. Define Epics/Use Cases, User Stories, and Acceptance Criteria

        i. Accela will facilitate working sessions to define epics (i.e., high-level use cases) as well as user stories (i.e., detailed use cases) and the related acceptance criteria. The following depicts an example of how these components are related:



b. Define the Product Backlog

   i. During the working sessions, the team will begin to build the product backlog by entering the Epics, User Stories and Acceptance Criteria into a mutually agreed tool (such as JIRA or Case Complete). The BCC Product Owner will assign a priority to each item using the MoSCoW (*Must have*, *Should have*, *Could have*, and *Would like but Won't have)* framework.

c. Estimate the Product Backlog and Perform Release Planning

   i. Once finalized from the sessions and following the Technical Analysis activities, Accela will estimate the user stories and assign story points to each item. Subsequently, Accela will facilitate a release planning meeting where user stories are validated and targeted to a release by the BCC Product Owner. This becomes the basis for the Phase 2B SOW for implementation. The goal at this stage is that the backlog is considered “ready for building” and items can be scheduled into sprints under the Phase 2B SOW.

d. Integrations, conversions, and reports are covered in the Business Analysis from a functional perspective, in the context of the overall use cases/user stories.

3. Technical Analysis

   a. Separate and concurrent analysis for integrations, conversions, and reports will commence during this phase alongside the business analysis work stream. These activities will complete the more detailed technical analysis, which often requires different participants than those in the business analysis sessions.

   b. For the conversion analysis, Accela staff will evaluate the following data sources:

      i. All of the data sources for the Phase 2 business areas are “in scope” to be analyzed for the Foundations Phase.

   c. For each data source, Accela will work with the LARA data owner to define the conceptual data mapping to Accela, identify business rules and data transformations required based on the conceptual data mapping, and define the delivery/extract format LARA will use to provide the datasets to Accela during Phase 2B. In addition, the team will identify data quality/cleaning tasks.

   d. Accela will define user stories to for data conversion items to link conversion of historical data to the business value and end user needs it provides. These user stories will be assigned points and prioritized as part of the product backlog.

e. Similar to the conversions, Accela will identify and define conceptual solutions for interfaces and reports. Accela will incorporate these items into the product backlog by defining associated user stories.

Deliverable Content

a. BCC Phase 2A Foundations Analysis – The Foundations deliverable consists of the following elements. The format of the deliverable will be defined in the Deliverable Expectation Document. It is assumed that the majority of Foundations deliverable will be documented in JIRA or similar tool. Supporting artifacts, such as process flow diagrams, data mappings, or sample report formats are attached to the associated user story record within the tool. Accela will export the analysis results from the tool into a format that can be attached to the Phase 2B SOW.

    a. *Business Analysis* – Defines the use cases, user stories, and acceptance criteria to serve as the actionable backlog for Phase 2B (implementation).

    b. *Integration Analysis* – Identifies each interface/third party system. Defines the interface specifications, integration points, transaction methods, and communications. Defines acceptance criteria for handshake test and end-to-end testing. Interfaces are added to the product backlog as user stories or elements of user stories, with story points and priority assigned.

    c. *Conversion Analysis* – Identifies each data source. Identifies known issues for LARA cleansing at source. Defines the data extract format LARA will use to deliver datasets to Accela. Defines the conceptual and detailed data mapping, business rules, and transformations Accela will implement in the conversion. Conversions are added to the product backlog as user stories with story points and priority assigned.

    d. *Reporting Analysis* – Defines the reports required, provides samples or templates for use in design, assigns a report complexity, and identifies which reports Accela will deliver and which reports LARA will deliver.

The schedule defining the tasks, owners, durations, and dependencies is provided as Attachment 1.

Roles and Responsibilities

<u>Accela Responsibilities</u>:

- Present a Deliverable Expectations Document (DED) for the Foundations deliverable described above.

- Conduct 4 days of on site business analysis sessions with the Agency staff to collect functional and technical requirements.

- Conduct technical analysis working sessions remotely, with sessions scheduled as needed by the project team.

- Prepare and complete Foundations analysis deliverable capturing the Agency's requirements for Phase 2 by entering the analysis results and supporting artifacts into the agreed tool (e.g., JIRA).

- Prepare a document that serves as the baseline Product Backlog, for purposes of attaching to the Phase 2B SOW. This document will likely be built as a report or export of the analysis results from the tool.

- Provide LARA staff with access to the toolset used to record and collaborate on the analysis. LARA will utilize this tool for its review/validation of the analysis.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Provide Accela with access to legacy data sources prior to start of the analysis phase.
- Collaborate with the Accela PM/Implementation Lead on the DED and agree upon a format and expectations for the deliverables.
- Assign a Product Owner who is authorized to made decisions on project scope, priorities, and resourcing.
- Make available the appropriate Agency key users and content experts to provide required information, participate in the analysis sessions and verify the accuracy of the documented information.
- Provide any existing business process or use case documentation, including process flows, fee schedules, commonly used applications, reports and forms, and other relevant information.
- Schedule participants and meeting locations for the analysis sessions.
- Review and provide feedback on each of the deliverables.

Deliverable Acceptance Process and Criteria

Following the initial product backlog review meeting/Release Planning session, the Agency will have 5 business days to conduct review and provide formal comments on the deliverable. Agency will provide consolidated and de-duplicated feedback in a single communication using an agreed format (such as an Excel spreadsheet). Upon delivery of initial feedback, Accela will complete the necessary changes and updates within 3 business days. The Agency will have 3 business days to accept the second and final review of the deliverable.

Acceptance criteria will be defined in more detail and mutually agreed in the Deliverable Expectation Document.

The following is the expected acceptance criteria for accepting the deliverables:

- The product backlog accurately captures the inputs provided by LARA staff during the business and technical analysis working sessions.
- The product backlog contains sufficient detail to enable the team to begin build sprints. All items do not require full elaboration, as additional elaboration is expected to occur during the build sprints.
- The Product Owner has assigned a MoSCoW rating/priority for each backlog item.
- Release planning is complete.
- Each backlog item is assigned story points for purposes of planning the Phase 2B SOW.

DELIVERABLE 2 – BCC PHASE 2B IMPLEMENTATION SOW

Scope of Work

A second Statement of Work will be developed for BCC Phase 2 to cover the implementation work ("Phase 2B"). The scope of Phase 2B will be defined as part of the Foundations phase (i.e., the output of Deliverable 1 above). Details related to Phase 2B scope and implementation methodology will be included in this Implementation SOW deliverable.

Accela will draft the Phase 2B SOW based on the output of the Phase 2A Foundations analysis (i.e., estimated and prioritized product backlog). After delivery of the draft SOW to LARA for initial review, Accela and LARA will finalize the document during a 2-day onsite collaboration session.

Deliverable Content

The SOW for Phase 2B will include the three (3) implementation phases: Construction, Readiness & Transition, and Deployment. The SOW will document the scope, responsibilities, activities, and deliverables for each of these phases. A high level outline of the SOW content is described below.

1. Construction – during this phase the technical team uses the outputs from the Foundations phase to inform the solution architecture and develop detailed technical designs (configuration design).
    a. Working software is developed during the sprints, with conversions, interfaces and reports developed in a separate, concurrent work stream.
    b. Sprints are time-boxed in order to maintain the integrity of the delivery timeline. Within the sprint, development proceeds according to the established priorities.
    c. The product developed in each sprint is reviewed and validated - often through a facilitated walkthrough of each use case. Completion of the planned sprints is entry criteria for beginning Readiness and Transition activities for each scope increment.
2. Readiness & Transition – this phase begins the software deployment, involving the activities below.
    a. Develop test plan and test cases (building upon use cases from Foundations phase)
    b. Execute testing – includes Accela's system, integration and regression testing as well as User Acceptance Testing (UAT)
    c. Develop training plan and prepare training course delivery
    d. Deliver end user training (Agency trainer-led)
    e. Define Production Readiness Checklist
3. Deployment – this phase moves the release into production, stabilizes the release, and transitions into steady-state operations. The following activities occur:
    a. Perform readiness assessment (using the Production Readiness Checklist)
    b. Take final extracts and decommission legacy systems
    c. Perform final conversion
    d. Execute production system smoke test
    e. Go-live to Production
    f. Stabilization period (Accela support to address post-production defects)
    g. Hand off to steady-state operations team (Accela Customer Support and Agency Support Team)

Roles and Responsibilities

<u>Accela Responsibilities</u>:

- Prepare and complete Statement of Work for Phase 2B based on the requirements agreed upon in Phase 2A, as defined by the completed Product Backlog.

- Prepare a project schedule for the implementation activities in Phase 2B, to accompany the Statement of Work.

Agency Responsibilities:
- Review and provide feedback on the Statement of Work and project schedule for Phase 2B.

Acceptance Process and Criteria

The Agency will have 5 business days to conduct review and provide formal comments on the deliverable. Agency will provide consolidated and de-duplicated feedback in a single communication using an agreed format (such as an Excel spreadsheet). Upon delivery of initial feedback, Accela will complete the necessary changes and updates within 3 business days. The Agency will have 3 business days to accept the second and final review of the deliverable.
Acceptance criteria will be defined in more detail and mutually agreed in the Deliverable Expectation Document.

ASSUMPTIONS

- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Changes to the mutually agreed schedule will be evaluated by the Accela Project Manager for impact and may constitute a change request.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from “one voice” representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon evaluation of project impact by Accela, constitute a Change Request.

PROJECT CONTROL AND REPORTS

- Accela will manage in accordance with the current project controls.

PAYMENT SCHEDULE

Price is firm fixed. Payment will be made after the State formally accepts each deliverable listed in this the cost and effort breakdown below:

Phase 2A Payment Schedule	
Deliverable	Payment
Deliverable 1 – BCC Phase 2A Foundations Analysis	$95,000
Deliverable 2 – BCC Phase 2B Implementation SOW	$30,000
Total	*$125,000*

This Phase 2A SOW replaces original contract Deliverable 3B. Deliverable 3B’s cost was $294,106.29. The parties agree to reallocate 125,000.00 of Deliverable 3B’s cost to this Phase 2A SOW. The remaining $169,106.29 of Deliverable 3B’s along with the costs of all other remaining original Phase 2 deliverables will not be paid until those sums are reallocated into future statement(s) of work and incorporated into new change notice(s) with associated new payment schedules.

TRAVEL AND EXPENSES

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

- This scope of work assumes the following Accela team travel
    - 1 week for onsite sessions to include the Accela Project Manager and Implementation Lead to perform the Foundations analysis for BCC Phase 2a.
    - 2 days onsite for the Accela project manager to conduct BCC Phase 2B SOW review/finalization working sessions with LARA staff.

PROJECT CONTACTS

- Per the Base Contract.

STATE RESPONSIBILITIES AND ASSUMPTIONS

- Per the Base Contract or as otherwise described herein.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

- Work may be performed remotely, unless specifically described as being on-site.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS

- Per the Base Contract.

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 11

to

CONTRACT NO. 071B3200042

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Accela Com	Julian Munoz	jmunoz@accela.com
2633 Camino Ramon	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
San Ramon CA, 94583	925-659-3247	*****7678

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tim Gajda	(517) 284-5345	gajdat@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	BarronJ1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Lara Construction Code Software			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
n/a		n/a	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐No
MINIMUM DELIVERY REQUIREMENTS			
n/a			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$11,697,809.74	$ 0.00	$11,697,809.74		

DESCRIPTION: Effective March 9, 2016, the parties add the attached statement of work allowing LARA to obtain up to 211 hours of production support to be available upon request of the State at existing contractual rate of $185/hour, utilizing $39,035.00 of LARA's contingency funding. Hours are to be used for production support only, not for development. LARA's remaining contingency fund balance after amendment: $10.10. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: LARA Accela – BCC Post Go Live Production Support	**Period of Coverage:** Ongoing
Requesting Department: LARA – Bureau of Construction Codes	**Date:** See Change Notice Cover Sheet
DTMB Project Manager: Bob Stelter	**Phone:** 616-644-1827
DTMB Contract Compliance Inspector: Tim Gajda	**Phone:** 517-284-5345

sow pglts v.3

BACKGROUND

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, 6 and 9 ("Base Contract") will remain in effect. Note: Change Notices 2 and 7 do not apply to the LARA agency.

PROJECT OBJECTIVE / SCOPE OF WORK

At the State's option, Accela will provide up to 211 hours of technical expertise for production support at the existing contractual rate. Upon a specific request by the State's Project Manager and an approved response and estimate by Accela, hours will be allocated by the Accela Project Manager to the required personnel. To assist in planning, the parties will attempt to forecast the hours needed for upcoming tasks.

Accela Responsibilities:

- Within 12 hours of receiving a written SOM request, provide a brief solution approach, time estimate, and estimated delivery schedule.
- Provide technical expertise, consulting or training vial phone call or email.
- Provide technical solutions and configurations as assigned.
- Provide office hours via conference call, as requested.
- Support Agency personnel in building release management process.
- Provide (Jira or alternate) dashboard templates for configuration and release management.
- Provide prompt notification, and seek approval, of any task or assignment that is expected to exceed the original estimate by more than 20%.

- Provide LARA with updates and forecasts on the hours used on a weekly basis (or more frequent if requested by Agency).
- Provide monthly Deliverable Acceptance Forms for the completed tasks, as defined in the acceptance criteria below.

Agency Responsibilities:

- Provide forecasted workload of upcoming assignments to allow the vendor to adequately assign resources.
- Provide specific written requests with sufficient task detail.
- Provide approval to proceed with specific tasks and to proceed on tasks exceeding 20% of the original estimate.
- Provide details and clarifications for specific tasks to be completed.
- Provide appropriate resources for testing fixes or new functionality.

Acceptance Criteria

On a weekly basis, Accela will provide status reports listing work performed, tasks completed and detailed time sheet. Accela will invoice, no more frequently than monthly, for services and tasks that have been completed. Accela will provide a Deliverable Acceptance Form (DAF) that shows the original estimate and actual hours for each specific completed task. Signing the monthly DAF signifies Agency deliverable acceptance.

Assumptions

- The Accela personnel assigned to these deliverables will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the LARA configuration and business processes.
- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from "one voice" representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon evaluation of project impact by Accela, constitute a Change Request.

PAYMENT

Deliverable	Payment	Invoice Timing
LARA Post Go-Live Production Support	$185/hour, up to $39,035	Monthly, if performed
Potential Total	**Up to $39,035**	

TRAVEL AND EXPENSES

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

PROJECT CONTACTS

Per the Base Contract.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work may be performed remotely, unless specifically described as being on-site.

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 10
to
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Accela Com 2633 Camino Ramon San Ramon CA, 94583	Julian Munoz	jmunoz@accela.com
	PHONE	**CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)**
	925-659-3247	*****7678

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tim Gajda	(517) 284-5345	gajdat@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	BarronJ1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Lara Construction Code Software			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
n/a		n/a	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐No
MINIMUM DELIVERY REQUIREMENTS			
n/a			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	**LENGTH OF OPTION**	**EXERCISE EXTENSION?**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$11,697,809.74	$ 0.00	$11,697,809.74		

DESCRIPTION: Effective March 7, 2016, the parties add the attached statement of work for MDARD system enhancements, utilizing $64,935.00 of MDARD's $350,000.00 contingency fund originally added in Change Notice 2. Remaining contingency funds after amendment: $273,040.00. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement

STATEMENT OF WORK
MDARD System Enhancements

BACKGROUND:
During final User Acceptance Testing (UAT) the agency (MDARD) identified several pieces of new functionality they would like to see added to the current implementation of Accela. It was determined that none of these items were considered go live critical but would need to be added shortly after the 2/2/16 go live. For estimating purposes the new functionality has been bucketed into three categories which are detailed in the sections below.

OBJECTIVE:
The objective of this Change is for the vendor to add additional functionality to the MDARD application to support the business needs of the agency.

SCOPE OF WORK, TASKS AND DELIVERABLES:
Contractor will enhance the system to meet the following three change requests:

1. MDARD Motor Fuel Quality Changes
2. Food Service migration changes
3. Miscellaneous changes "Post go Live Priorities"

<u>CHANGE REQUEST DETAILS</u>

1. Motor Fuel Quality Changes:

1) Configuration and report updates: modifications to R1.3 MFQ Inspection report
    a. The Motor Fuel Quality inspection, under the checklist Compliance Information-Dropdown - Sample Reason needs to have Complaint added to this dropdown (See Change log item #37)
2) Configuration and report updates: modifications to R14 MFQ Sample Barcode Label
    a. (See attached document in Change log item #38)
3) New report:
    a. This report needs to be a complete duplicate of our R1.3 with the exception of the error check that checks product vs. AKI because sometimes (rarely) these really don't match.
    b. Product vs. AKI report – this report should take out this error trap
    c. New name "MFQ_AKI-MISMATCH"

2. Food Service migration changes:

1) Additional fields for conversion:
    a. See Appendix A attached for mapping
2) Accela will move the new converted data to TEST environment for MDARD Verification

3) MDARD will complete verification of the changes and notify Accela if defects found (by logging items in SharePoint) within 1 day of notification from Accela that the changes have been applied to TEST.

4) Accela will remediate defects found and apply the fix to TEST. MDARD will complete verification of the fix as soon as possible and no later than 1 business day following Accela deployment to TEST.

5) MDARD / DTMB will create a new data dump for conversion into production.

6) Accela will convert the new data dump and deploy the Food service records into Production.

7) MDARD will validate the conversion in prod.

3. Miscellaneous changes:

1) MDARD has requested several changes to the Accela implementation. While these changes were deemed Not Go Live Critical, the agency would like to have them added to the application shortly after the 2/2/16 go live.

   a. See Appendix B attached for description of each requested change.

DELIVERY/ACCEPTANCE CRITERIA:
Accela will perform development in the SUPP environment and perform unit testing. Once the change passes Accela unit testing, Accela will promote the change to the TEST environment for MDARD verification. Accela will notify MDARD when new changes have been moved to the TEST environment and MDARD will complete the verification testing and report defects to Accela within 1 business day. MDARD will notify Accela when verification testing is complete, at which time Accela will deploy the changes to Production. Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them.

Project-Specific Acceptance Criteria / Requirements
The following acceptance criteria apply to this project's Scope Items:

1. **Motor Fuel Quality (MFQ) Changes**

   a. Delivery of new report and configuration modification per change request Item 37 & 38 into the Production environment.

   b. Delivery of new report "MFQ_AKI-MISMATCH" into production environment

   c. Tested and approved by Agency project Manager.

2. **Food Service migration changes**

   a. Delivery of new set of data conversion to Production environment per the mapping document in APPENDIX A

   b. Tested and approved by Agency project Manager

3. **Miscellaneous changes "Post go Live Priorities"**

   a. Delivery of new functionality to production environment.

b. See Appendix B attached for description of each requested change

c. Tested and approved by Agency project Manager.

PROJECT CONTROL AND REPORTS:
Contractor will submit weekly progress reports to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain current status, actions taken, progress made, and any risks identified since the previous report.

PROJECT CONTACTS:
The designated DTMB Project Manager is:

Curtis Todd
Toddc3@Michigan.gov
517-335-3211

The designated Agency Project Manager is:

Thomas Benner
bennert9@michigan.gov
517-284-5744

The designated Contractor Project Manager is:

David Madore
dmadore@accela.com
518.256.9754

LOCATION WHERE THE WORK IS TO BE PERFORMED:
Contractor staff will work at their office location.

EXPECTED WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight hours per day, forty hours per week for State employee project support. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime rates will be permitted.

PAYMENT:
Price is firm fixed. There are three payment milestones. Payment will be made after the State formally accepts each deliverable listed in this the cost and effort breakdown below:

TASK	RATE	Total Hours	Total Cost
Deliverable 1. Motor Fuel Quality Changes	**$185/hr.**	25	$4,625
Deliverable 2. Food Services data migration changes	**$185/hr.**	138	$25,530
Deliverable 4. Miscellaneous changes "Post go Live Priorities"	**$185/hrs.**	188	$34,780
	TOTAL	**351**	**$64,935**

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

PROJECT SCHEDULE:
Commencement of the tasks laid out in this change notice will not start until the change notice has been fully executed by both Accela and State of Michigan procurement. Upon receiving a fully executed change notice Accela will start work on the tasks listed in this agreement and will complete each item

within the projected timeline below. The Completion Dates below reflect working on each of the tasks simultaneously beginning at the time of execution.

Task	Completion Date
Motor Fuel Quality Changes	5 business days
Food Services data migration changes	20 business days
Miscellaneous changes "Post go Live Priorities"	40 business days

APPENDIX A

Food Service:						Anand's Comments	Tom's Comments
This needs to be done post go-live	Legacy	Legacy	Legacy	Legacy	AA ASI		
L2K Table: LCPS_T_USER_FIELD_LICENSE_VALUE	USER_FIELD_LABEL	USER_FIELD_ID	Type	Column (Field Name)	Field Name		
Food Service ASI	Decal No.	32	String	STR_VALUE	Decal Number		
Food Service ASI	LHD License No.	33	String	STR_VALUE	LHD License Number		
Food Service ASI	Vending Location	34	String	STR_VALUE	Building Name and/or Building Number		
Food Service ASI	# of Machines	35	String	STR_VALUE	Number of Machines		
Food Service ASI	Civil Division Code	36	String	STR_VALUE	Civil Division		
Food Service ASI	LHD Code	37	String	STR_VALUE	LHD Number	Tom mentioned in yesterday's call that county needs to be prefixed - Can you confirm and update this document?	Sorry, we forgot to include Nickie's instructions for you to use the L2K LHD number to link to the standard choice table which has the full string that needs to be inserted into AA in this field.
Food Service ASI	State Fee Exempt	50	String	STR_VALUE (Y or N Only)	Fee Exempt State		
Food Service ASI	Local Fee Exempt	54	String	STR_VALUE (Y or N Only)	Fee Exempt Local		
Food Service ASI	Commissary No.	55	String	STR_VALUE	Commissary License Number		
Food Service ASI	Veteran Exempt	58	String	STR_VALUE (Y or N Only)	Fee Exempt Veteran		
New Food Service "Other" Contact	It comes from the L2K person record found on the LICENSE_ID record. In the person record OWNER_NAME field.		String		Organization Name in "Other" contact record		
					Insert String "FS Owner" in ASI field titled "Other Type."	Need more info on this	When you create the "Other Contact" using the OWNER_NAME, you also need to populate the "Other Type" field as it is required. We want you to insert the string "FS Owner" into the "Other Type" field for each of the "Other" contacts that you create for Food Service records inserting the "OWNER_NAME" into tte Organization Name field in AA.
Additional Items Food Services							
Remove erroneous commissary number migration code from existing migration script (It put a commissary license number in every record).	N/A	N/A	N/A	N/A	N/A	is this a new issue? This is not in the consolidated spreadsheet.	We identified this as a new issue after Lydia did the renewal report for food service where is now obvious that there is a commissary number license number on every license. Commisasry license numbers should appear only on Mobile Commissary licenses as available in L2K.

APPENDIX B

Miscellaneous changes: "Post Go-Live Priorities"	
Change Log ID#	**Description**
Item 26 - ACA Complaints	In ACA- on the intake details complaint, name or address of the potential violator should not be required fields. This information is under “Alleged violator and location info”
Item 28 - AA- County in Complaints	County should not be required when submitting complaints in AA
Item 29 - Complaints - Alleged violator & Location Info	Under CP2-Violator and location info, the follow fields should not be required: Address & Intersection City Zip Side note: if possible, can we drag out the establishment and owner name field longer
Item 30 - ACA Affirmation page text	In ACA, on the application affirmation page, right below 'Applicant', the text says "to add new contacts, select from account or click add new button. To edit contact, click edit link". Can these instructions be removed? Reason being, there is no add new contacts button on this page, and when you click edit, all fields are blocked out.
Item 31 - Look up button in ACA complaints	In ACA, under complainant info, is it possible to delete the ‘Look Up’ button? The end users should not have access to looking up someone else’s information and selecting someone else as the complainant. See screenshot below
Item 33 - Complaints	Remove hyper link to the complaint record ID because it doesn't take you anywhere. Also modify the text where it says "You've successfully submitted....." See screenshot
Item 34 - Complaints - Phone Numbers	In ACA, the complainant info section it is making the "home, cell and work" phone numbers as all being required. Is it possible to change it to two phone number fields, and have the labels say "Phone Number" and "Alternative Phone Number". Also make both of these not required.
Item 35 - Complaint- Reword	In ACA, when you click on "submit a complaint", you are directed to the online complaint submission where it says "Welcome to MDARD's Online Complaint Submission System. Using this system you can submit Michigan Department of Agriculture and Rural Development related Complaints, all from the convenience of your home or office, 24 hours a day." This text needs a minor modification. It should say - (making the C for complaints in the last sentence lower case & remove the comma and the word all) "Welcome to MDARD's Online Complaint Submission System. Using this system you can submit Michigan Department of Agriculture and Rural Development related complaints from the convenience of your home or office, 24 hours a day."
Item 32 - ACA- license no longer needed (Critical to have prior to renewals starting)	There needs to be a script where if "License No Longer needed" is selected then there should be no fee getting charged Tom thinks we may need 2 scripts, one for individual and one for ML. We should have a call regarding this
Item 36 - WIC File Drop (lower priority)	WIC receives a nightly data dump currently from L2K. This will discontinue as we go live for phase 1. Need process to provide WIC with the data dump they need from Accela.
Item 40 - post go live update Expired to about to expired	Migrate expired records as "Expired" status. Nickie will work with David Madore to have special script to update renewal info status to "About to Expire
Item 41 - New script for food services fees new	How the food services fees get inserted in the ASI needs to be determined. These fees do not exist in the legacy data and cannot be migrated. Additionally the renewal script does not update the license record ASI per testing done by Liz Harrison on 1/13/2016

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 9
to
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Accela Com	Julian Munoz	jmunoz@accela.com
2633 Camino Ramon	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
San Ramon CA, 94583	925-659-3247	*****7678

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tim Gajda	(517) 284-5345	gajdat@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	BarronJ1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Lara Construction Code Software			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$11,697,809.74	$ 0.00	$11,697,809.74		

DESCRIPTION: Effective March 1, 2016, the parties add the attached statement of work to add tasks to LARA's Plan Review Project backlog and upgrade scripting environment version, utilizing $99,300.00 of LARA's contingency funding and not in trade for any other functionality. LARA's remaining contingency fund balance after amendment: $29,188.10. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: LARA Accela – BCC Plan Review Readiness and EMSE Scripting Environment 3.0	
Requesting Department: LARA – Bureau of Construction Codes	**Date:** 2/23/2016
DTMB Project Manager: Bob Stelter	**Phone:** 616-644-1827
DTMB Contract Compliance Inspector: Tim Gajda	**Phone:** 517-284-5345

sow prre3 v.3

BACKGROUND

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notices 1, 3, 4, 5, and 6 ("Base Contract") will remain in effect unless modified by this Statement of Work (SOW). Note: Change Notices 2 and 7 do not apply to the LARA agency.

PROJECT OBJECTIVE / SCOPE OF WORK

Contractor will provide the following deliverables for the LARA implementation:

3. Plan Review Readiness and Deployment Changes
4. Upgrade from 2.0 to 3.0 Scripting

DELIVERABLE 1 – PLAN REVIEW READINESS AND DEPLOYMENT CHANGES

During the course of implementing the project the parties determined the need to retroactively add the following to the Plan Review Project product backlog:

- Paper check workflow
- Additional scripting and automation
- Additional coordination work resulting from Plan Review project not going live concurrently with BCC Phase 1 go-live

Additional activities are now required to perform system readiness and complete deployment of the Plan Review Project. Accordingly, the contractor will perform the following:

- Production readiness verification and defect correction
- Promotion of Plan Review code to Production
- Production verification and smoke test
- Synchronization of environments across Development (SUPP), Test, and Production tiers

Accela Responsibilities:

- Manage code configuration, defect correction, and production release for the Accela-developed Plan Review functionality.
- Resolve all Plan Review defects discovered during the Plan Review UAT activities.
- Manage Plan Review code/configuration, including promotion to Production.
- Support the production readiness assessment by reporting status for Accela-owned tasks.
- Support the production verification/smoke test by remediating go-live critical issues related to the Plan Review functionality.
- Perform post-production environment synchronization of PROD, SUPP and TEST.

Agency Responsibilities:
- Define and execute test plans for the Plan Review UAT and BCC regression test periods.
- Define and track a go-live checklist.
- Establish user accounts and assign user privileges in TEST and PROD environments.
- Perform the production verification/smoke test in PROD prior to official go-live.
- Resolve Plan Review issues for tasks assigned to LARA/SOM resources.
- Resolve BCC regression and/or code merge issues/defects

Implementation schedule:

Task/Milestone Completion Date	Timing (CD=Commencement Date)
Defect Correction	CD + 14 business days
Defect Verification and Go Live Readiness Check	CD + 18 business days
Code Migration to PROD (occurs over a weekend)	CD + 20 business days
Prod Verification TEST	CD + 21 business days
Go Live – Integrated BCC and Plan Review	CD + 22 business days
Synchronize lower tiers with PROD	CD + 25 business days

Acceptance Criteria (per Base Contract)
- Solution is available in the Accela Production environment and incorporates full functionality as described in the product backlog to enable an ACA user to submit or review submitted and reviewed plan documents.
- SOM reviewers will be able to electronically review and mark up plan documents using e-PlanCheck software, and manage the plan review process including approvals and issuance from the Electronic Document Review function of Accela Automation.

Assumptions
- The resolution of BCC regression or code merge issues, that are not related to Plan Review, is out of scope for this deliverable.

DELIVERABLE 2 – UPGRADE FROM 2.0 TO 3.0 SCRIPTING
The following activities comprise the scope of upgrading from Version 2.0 to 3.0 EMSE Scripting:
- Convert LARA EMSE scripts from standard-choices to pure JavaScript and create a script package.

- The script package will contain a data manager package of the converted scripts.
- The script package will also contain a compressed file containing the script text files and suggested folder structure for a source code repository.

- Any customizations will be identified and secured in a re-usable library (includes custom script).
- Accela will unit test upgraded scripts in the script package for proper JavaScript syntax prior to delivering the scripts to the Agency.

- Assist the State to configure and implement an on-line source code repository for all scripts (BCC, Plan Review and BFS). Provide connectivity and proper interface for the new State-hosted scripting libraries to the Accela system.
- Provide instructions for deploying the new scripts and support Agency staff questions when deploying the new scripts.
- Provide part time testing support; for a testing period of 4 weeks following delivery of the upgraded scripts, Accela will respond to issues that arise during Agency testing of the new scripts and resolve issues arising from the script upgrade.

Accela Responsibilities:

- Convert LARA EMSE scripts from standard-choices to pure JavaScript and create a script package.
- Develop deployment instructions for Agency staff to reference.
- Provide assistance to Agency staff in deploying the new scripts, if needed.
- During a 4-week period following the delivery of the Accela-tested scripts, respond to issues that arise during Agency testing of the new scripts and resolve issues arising from the script upgrade.

Agency Responsibilities:

- Deploy the new scripts.
- Execute testing of the new scripts within the 4-week period following Accela delivery of the upgraded scripts.
- Report issues found in testing that require Accela assistance using the agreed issue reporting toolset and process (JIRA).

Implementation schedule:

	Task/Milestone (Completion Date)	Resp. Entity	Timing (CD=Commencement Date) (PRS=Plan Review Stabilized in

			Production)
1	Convert Master Scripts	Accela	CD + 5 business days
2	Convert scripts Create deployment document Complete the deployment package	Accela	PRS + 15 business days
3	Deploy scripts to DEV environment	Accela	Task 2 + 3 business days
4	Regression testing in DEV environment	SOM	Task 3 + 20 business days
5	Correct defects Update deployment package as needed	Accela	Task 4 + 3 business days
6	Deploy scripts to PROD	Accela	Task 5 + 2 business days
7	Smoke test updated scripts in production	Accela & SOM	Task 6 + 2 business days

Acceptance Criteria

The following is criteria for accepting the script upgrade:

- Upgraded scripts are delivered to LARA.
- All issues identified and assigned to Accela during the test period are resolved.
- New scripting environment and all upgraded scripts are operating correctly in the production environment.

Assumptions

- The Accela personnel assigned to these deliverables will have sufficient product knowledge and SOM project experience so as not to require orientation or training on the LARA configuration and business processes.
- This SOW does not include any costs associated with procurement, delivery, installation or configuration of hardware, servers, or third party software licenses. Agency has or will use a different/separate procurement vehicle to procure hardware and software, if necessary.
- Agency is responsible for conducting review of all Deliverables within the timeframes defined in the mutually agreed schedule including dissemination of the Deliverable to all parties within the Agency that will review the Deliverable (as well as 3rd parties), consolidation of all Deliverable comments, and delivery of consolidated comments to Accela. Consolidation of comments includes internal reconciliation of any conflicting comments so that the comments provided to Accela come from “one voice” representing the Agency.
- Any additional Deliverable review cycles, interim Deliverable review cycles, or pre-review requests from the Agency not built into the Work Plan schedule may, upon evaluation of project impact by Accela, constitute a Change Request.

PAYMENT

Deliverable	Payment	Invoice Timing
Deliverable 1 – Plan Review Readiness and Deployment Changes	$45,300 firm fixed	Upon final acceptance
Deliverable 2 – Upgrade from 2.0 to 3.0 Scripting	$44,000 firm fixed	Upon final acceptance
Potential Total	**$ 99,300**	

TRAVEL AND EXPENSES

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

PROJECT CONTACTS

Per the Base Contract.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work may be performed remotely, unless specifically described as being on-site.

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 8
to
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Accela Com	Julian Munoz	jmunoz@accela.com
2633 Camino Ramon	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
San Ramon CA, 94583	925-659-3247	*****7678

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tim Gajda	(517) 284-5345	gajdat@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Simon Baldwin	(517) 284-7045	BarronJ1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Lara Construction Code Software			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$11,697,809.74	$ 0.00	$11,697,809.74		

DESCRIPTION: Effective February 17, 2016, the parties add the attached statement of work for a "PIN Record" functionality and reports modification enhancement to the MDARD instance of this system, utilizing $12,025.00 of MDARD's $350,000.00 contingency fund added in Change Notice 2. All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

STATEMENT OF WORK

Project Title: MDARD / Accela – PIN Record	Period of Coverage: February – April 2016
Requesting Department: MDARD	**Date:** 2/3/2016
DTMB Project Manager: Curtis Todd	**Phone:** 517-335-3211

BACKGROUND:
During final User Acceptance Testing, MDARD identified several pieces of new functionality they would like to see added to the current implementation. It was determined that none of these items were considered go-live critical but would need to be added shortly after the 2/2/16 go-live.

OBJECTIVE:
MDARD wants make it possible for customers to electronically be associated to their existing, legacy converted records. The objective of this change is for the vendor to add a "PIN Record" to the current implementation. This additional functionality will allow MDARD customers to link their new public user account with their legacy converted records.

SCOPE OF WORK, TASKS AND DELIVERABLES:
Accela will add "PIN Record" functionality by creating a new record type which will allow public users the ability to link their new public user account with their historical information. Contractor will then modify the renewal reports to reflect this enhancement. See Appendix A attached for high level project plan and requirements.

DELIVERY:
Accela will perform development for both Pin Record and renewal report in the SUPP environment. Once the changes pass Accela unit testing, Accela will promote the changes to the TEST environment for MDARD verification. Accela will notify MDARD when new changes have been moved TEST environment and MDARD will complete the verification testing and report defects to Accela within 1 business day. MDARD will notify Accela when verification testing is complete, at which time Accela will deploy the changes to Production. Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them.

ACCEPTANCE CRITERIA:
The following acceptance criteria apply to this project's Scope Items:

- New record has been delivered to production environment (back office and Accela Citizen Access).
- New record allow users to link their new public user account with their historical information as detailed in Appendix A.
- Renewal reports have been modified as detailed in Appendix A.
- New record and renewal reports have been tested and approved by Agency Project Manager.

PROJECT CONTROL AND REPORTS:
Contractor will submit weekly progress reports to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain current status, actions taken, progress made, and any risks identified since the previous report.

PROJECT CONTACTS:
The designated DTMB Project Manager is:

Curtis Todd
Michigan Department of Technology, Management & Budget
Hollister Building, 106 W. Allegan St. – 5th Floor
Lansing, MI 48909
517-335-3211
Toddc3@Michigan.gov

The designated Agency Project Manager is:

Thomas Benner
517-284-5744

The designated Contractor Project Manager is:

David Madore
518.256.9754

LOCATION WHERE THE WORK IS TO BE PERFORMED:
Contractor staff will work at their office location.

EXPECTED WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight hours per day, forty hours per week for State employee project support. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime rates will be permitted.

PAYMENT:
Price is firm fixed. State will make one $12,025.00 lump sum payment after the State formally accepts all deliverables listed in this SOW. While Appendix A anticipates the parties will refine the requirements prior to Accela beginning development, the price will remain fixed at $12,025.00 even after the that refinement. The cost and effort breakdown are as follows:

TASK	RATE	Total Hours	Total Cost
Deliverable PIN Record	$185/hr.	55	$10,175
Modified Renewal Report	$185/hr.	10	$1,850
	TOTAL	**65**	**$12,025**

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

PROJECT SCHEDULE:
Commencement of the tasks laid out in this change notice will not start until the change notice has been fully executed by both Accela and State of Michigan procurement. Upon receiving a fully executed change notice, Accela will start work on the tasks listed in this agreement and will complete each item within the projected timeline below.

Task	Completion Date
PIN Record/Modify Renewal Report	15 business days

APPENDIX A

MDARD PIN Record: High level requirements are from a requirements gathering session on 1/29/16. Upon execution of this change a formal requirements session will take place. The agency will need to sign off on requirement document before development will start. If there is a drastic change in requirements from those listed below a new LOE will be provided before commencing development work.

Configuration:

- PIN Record
  - ASIT with 2 fields, License # and Contact ID #
  - ACA Page flow

Script:

- Provide ASIT on the PIN Record to allow entry of multiple license #'s and last 5 digits of the Record ID for each license # (hereafter "RI_last5" .(max rows = 25)(See Figure 1)
- When the license # and the RI_last5 match
  - The script will associate the reference contact from the public user's account to that license record as a transactional contact with a contact type of "Other" (contact ASI for Other Type = "PIN Record Contact").
- For Company records (prefix = MLC) (See Figure 2)
  - The match will be made on the MLC License # and the RI_Last5.
  - The script will associate the reference contact from the public user's account to the company record with a contact type of "Other" and a contact ASI "Other Type" set to "PIN Record Contact". The script will then find all child records of type "???/???/???/??? and associate the reference contact to those records as well, with a contact type of "Other" and a contact ASI "Other Type" = "PIN Record Contact".
- Expression Builder script active in ACA that validates the value entered in the ASIT column "License #". A valid entry corresponds to a record in Automation with a record of type "???/???/???/???" and a record status not equal to "Void" or ???. If the number is not valid, display a message and prevent submittal.
- Expression Builder script active in ACA that validates the value of the RI_Last5 as being on the correct RI_Last5 for the license record identified in the "License #" column If the number is not valid, display a message that says "One or more of the license number and PIN code is not valid. Please check your entries and make the necessary corrections. If you continue to have issues, please contact the MDARD Central Licensing office at 1-800-292-3939 (Monday through Friday, 8 am – 5 pm). and prevent submittal.

Report:

- The R11.1 Food Establishment Renewal report will need to be updated to include:

  - The RI_Last5 for the license (PIN)
  - The MLC license number and RI_Last5 for the MLC

- The coding for inserting the PIN code and MLC licenses will need to be made available for other renewal reports as they are developed.

Figure 1:

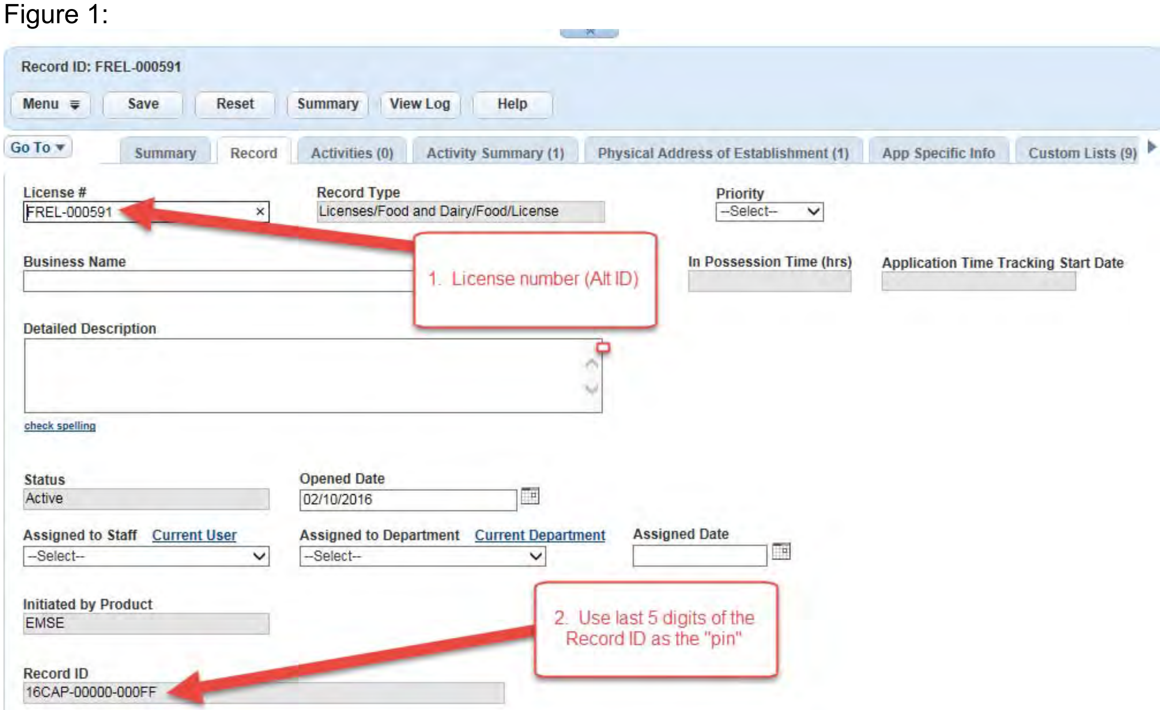
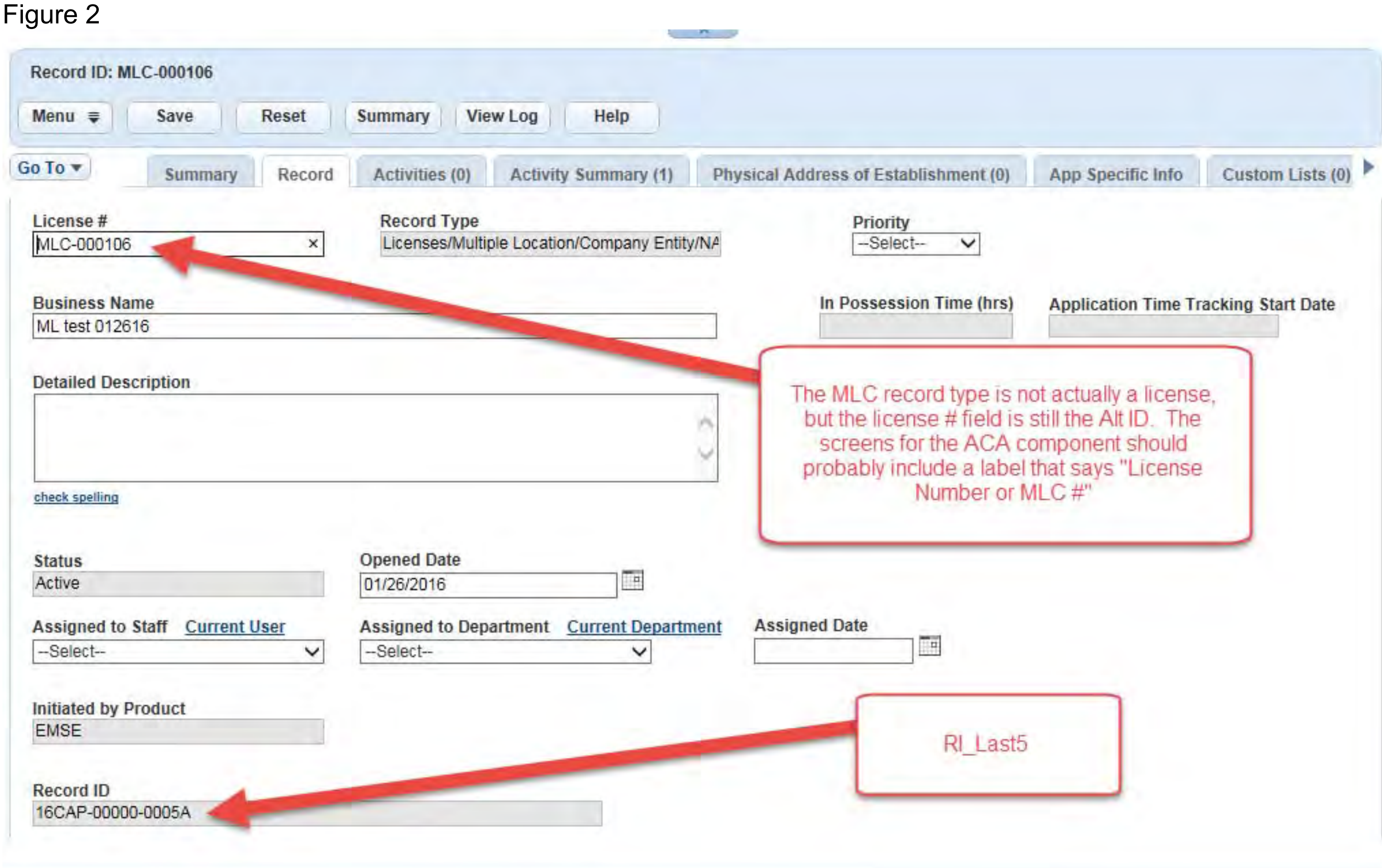


Figure 2



Form No. DTMB-3521 (Rev. 7/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 7

to

CONTRACT NO. 071B3200042

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Accela Com	Julian Munoz	jmunoz@accela.com
2633 Camino Ramon	**PHONE**	**CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)**
San Ramon CA, 94583	925-659-3247	*****7678

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tim Gajda	(517) 284-5345	gajdat@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Lara Construction Code Software			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2 - 1 Year	December 26, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	**LENGTH OF OPTION**	**EXERCISE EXTENSION?**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$11,697,809.74	$0	$11,697,809.74		

DESCRIPTION: Effective December 11, 2015, the parties modify Change Notice No. 2 (MDARD implementation) to:

1. Re-baseline the Phase 1 and Phase 2 implementation timeline and
2. Add a process governing identifying, defining and remediating defects during the UAT phase.

All other terms, conditions, specifications, and pricing not modified herein remain the same. Per Contractor, Agency and DTMB Procurement agreement.

The following changes are modifying Change Notice No. 2 to Contract No. 071B3200042. The intent of this non-monetary change notice is twofold:

1. **PROJECT RE-BASELINE**. This change notice shall re-baseline the project to include revised dates for implementation of Phase 1. Phase 1 began on September 3, 2014. Phase 1 was originally scheduled for release on July 28, 2015.
2. **UAT DEFECT RESOLUTION PROCESS**. This change notice shall define a defect resolution process, UAT completion criteria, and Go live permission criteria.

PROJECT RE-BASELINE

A. Revised Project and Payment Schedule. The Project Timeline and Payment Schedule sections of the original "Exhibit A – Statement of Work" are fully restated as follows:

PROJECT AND PAYMENT SCHEDULE:
The project will be implemented in two phases. Phase 1 is hereby re-baselined in this Contract Change Notice (contract amendment). Phase 2 will be re-baselined in a future Contract Change Notice.

The original total project duration was scheduled for 26 Months, with Phase 2 beginning prior to the completion of Phase 1. The revised project plan acknowledges that this project is beyond the original scheduled release date for Phase 1, with delays resulting from failure to meet original commitments.

Phase 1
The following table displays the revised Phase 1 project schedule and displays the current status of each deliverable:

Phase 1 Deliverables / Tasks	Cost	Delivered	Tested	Verified	Date Payment Authorized
Deliverable 1A: Project Initiation	$75,000	X	X	X	11/30/14
Deliverable 2A: To-Be Analysis Sessions	$75,000	X	X	X	11/30/14
Deliverable 3A: To-Be Analysis Documents	$45,000	X	X	X	4/27/15
Deliverable 4A: Accela Automation Solution Foundation	$50,000	X	X	X	12/14/2015
Deliverable 5A: Enterprise Analysis Sessions (Complaints, Enforcement, Multi-Location)	$15,000	X	X	X	1/12/15
Deliverable 5B: Enterprise Analysis Documentation - See Task 18 in Task List Table below.	$15,000	-	-	-	Future
Deliverable 6A: Historical Data Conversion Analysis (License 2000)	$20,000	X	X	X	4/27/2015
Deliverable 6B: Historical Data Conversion Analysis (Bottled Water)	$20,000	X	X	X	4/27/15
Deliverable 6D: Historical Data Conversion Analysis (MI Inspector)	$20,000	X	X	X	4/27/15
Deliverable 6H: Historical Data Conversion Analysis (MFQ LICENSING)	$20,000	X	X	X	4/27/15
Deliverable 7A: Historical Data Conversion Development (License 2000)	$20,000	X	X	X	1/6/16
Deliverable 7B: Historical Data Conversion Development (Bottled Water)	$20,000	X	X	X	1/6/16
Deliverable 7D: Historical Data Conversion Development (MI Inspector)	$20,000	X	X	X	1/6/16
Deliverable 7H: Historical Data Conversion Development (MFQ LICENSING)	$20,000	X	X	X	1/6/16
Deliverable 8A: Interface Analysis & Dev (CEPAS)	$25,000	X	X	X	11/24/15

Phase 1 Deliverables / Tasks	Cost	Delivered	Tested	Verified	Date Payment Authorized
Deliverable 8D: Interface Analysis & Dev (MAIN)	$25,000	X	X	X	1/6/16
Deliverable 8E.1: Interface Analysis (LabLynx) (ACCELA update) - See Task 10 in Task List Table below.	$25,000	-	-	-	Future
Deliverable 9A: Business Process Validation and Automation	$50,000	X	X	X	11/24/15
Deliverable 10A: Report Specifications – Phase 1 Reports - See Task 10 in Task List Table below.	$35,000	-	-	-	Future
Deliverable 11A: Report Development - Phase 1 Reports - See Task 10 in Task List Table below.	$35,000	-	-	-	Future
Deliverable 12: Accela GIS Configuration – Use of Bing Maps in AMO	$0	-	-	-	N/A
Deliverable 12A: Accela Citizen Access Configuration	$25,000	X	X	X	1/6/16
Deliverable 13: Accela Mobile Office	$35,000	X	X	X	11/24/15
Deliverable 14A: V360 User Experience	$25,000	X	X	X	1/6/16
Deliverable 15: Administrative Training	$35,000	X	X	X	11/24/16
Deliverable 16A: Report Workshop (I)	$20,000	X	X	X	1/31/15
Deliverable 17: Train the Trainer	$25,000	X	X	X	11/24/15
Deliverable 18: Citizen ACA Testing - See Task 18 in Task List Table below.	$25,000	-	-	-	Future
Deliverable 19A: User Acceptance Testing	$45,000	X	X	X	11/15/16
Deliverable 20: Citizen ACA Training - See Task 18 in Task List Table below.	$25,000	-	-	-	Future
Deliverable 21A: Pre-Go Live Support. - See Task 12 in Task List Table below.	$50,000	-	-	-	Future
Deliverable 22A: Go Live Support and Transition to CRC. - See Task 18 in Task List Table below.	$50,000	-	-	-	Future
Phase 1 Totals	**$990,000**				

The items designated as (x) Delivered, Tested, Verified have used the NOC #2 Appendix C – Deliverable Acceptance Form, with signatures from the DTMB Project Manager and the MDARD Project Manager.

Items with a historical Date Payment Authorized have been invoiced by Accela to the State and have been approved for payment by the DTMB Project Manager.

<u>Task List Table</u>

Task Number	Task Name	Start	Finish	Notes	Status
1	Accela 8.0 Go Live to Production	Fri 10/23/15	Fri 10/23/15		Complete
2	Go/ No Go for UAT Readiness Verification	Fri 10/30/15	Fri 10/30/15	MILESTONE-Go/ No Go Checklist: Itemized List of Dates for UAT Checklist Completion for 10/30-11/20; Is 8.0 Stable; Is PCR Signed. If Any item =No, MDARD is No Go	Complete

Task Number	Task Name	Start	Finish	Notes	Status
3	UAT Readiness Verification	Fri 10/30/15	Fri 11/20/15		Complete
4	Phase 2 Initiation Go/No Go Decision	Mon 11/2/15	Mon 11/2/15	Accela must provide a written remediation plan for outstanding Phase 1 action items	Complete
5	Verification Success Checkpoint	Mon 11/16/15	Mon 11/16/15	Formal Discussion RE: Verification "On Track" for finish	Complete
6	Go/No Go for UAT Round 2	Fri 11/20/15	Fri 11/20/15	MILESTONE-Were the items noted during Verification Resolved? Is the UAT Checklist Completed?	Complete
7	MDARD UAT Round 2	Mon 11/30/15	Fri 12/18/15	To End Before Christmas/New Year Holidays	Complete
8	UAT Success Checkpoint	Fri 12/11/15	Fri 12/11/15	Formal Discussion RE: UAT results and open defects and target dates for closing	Complete
9	Accela Bug Fixes	Mon 12/14/15	Mon 1/25/16		In Process
10	MDARD Verification Week	Tue 1/19/16	Mon 1/25/16	Includes Holiday	In Process
11	Go/No Go for Go Live	Wed 1/27/16	Wed 1/27/16	MILESTONE- Verify All Defects Closed and Environment Ready for Go Live	Future
12	Go Live Prep	Tue 1/26/16	Mon 2/1/16		Future
13	Go Live Prep Success Checkpoint	Fri 1/29/16	Fri 1/29/16	Formal Discussion RE: Go Live "On Track", Validate Accela Implementation Checklist	Future
14	MDARD Provide Data for Migration	Thu 1/28/16	Thu 1/28/16	Last Day for MiInspector Data Entry 01/22/2016 (FDD), Last Day for MFQ DB Data Entry 01/25/2016 (CLU), Last Day for L2K Data Entry 01/26/2016 (CLU)	Future
15	Accela Migration Of Provided Data	Thu 1/28/16	Mon 2/1/16		Future

Task Number	Task Name	Start	Finish	Notes	Status
16	MDARD Verify Migrated Data & Go/No Go for Go Live	Mon 2/1/16	Mon 2/1/16	MILESTONE-Confirm Implementation Checklist Results and Status	Future
17	Accela 8.0 MDARD AA, AMO, ACA Go Live	Tue 2/2/16	Tue 2/2/16		Future
18	Accela- MDARD Go Live Support	Tue 2/2/16	Wed 3/2/16		Future

The Accela Project Manager will work closely with DTMB Project Manager to monitor this project schedule. Any modification of this schedule will utilize the State of Michigan Change Request process and will require prior approval of the Accela Project Manager, the DTMB Project Manager and the MDARD Project Manager.

In the event one party causes a delay in the above project schedule resulting in a completion date beyond February 2, 2016, the party causing such delay may be required to reimburse the other party for the additional costs incurred by the non-causing party resulting from such delay. Such costs may include, but are not limited to, additional hours for project management, deliverable development and review. In the event of such a delay, the parties will utilize the State of Michigan Change order policy as defined in SUITE.

Phase 2

Phase 2 deliverables and the original contract pricing are listed in the table below. Prior to beginning work on Phase 2, the parties will execute a Contract Change Notice (contract amendment) containing a detailed project plan with all milestones, tasks/deliverables, timeframes, decision points and payments. Nothing in this Contract Change Notice shall be construed as obligating the contractor to begin any Phase 2 work nor the State to pay for any of the Phase 2 deliverables prior to executing the afore-mentioned Contract Change Notice.

Phase 2 Deliverables	Cost
Deliverable 1B: Project Initiation	$75,000
Deliverable 2B: To-Be Analysis Sessions	$90,000
Deliverable 2C: To-Be Analysis Sessions	$90,000
Deliverable 3B: To-Be Analysis Documents	$60,000
Deliverable 3C: To-Be Analysis Documents	$60,000
Deliverable 4B: Accela Automation Solution Foundation	$100,000
Deliverable 4C: Accela Automation Solution Foundation	$100,000
Deliverable 6C: Historical Data Conversion Analysis DAIRY DMQP	$20,000
Deliverable 6E: Historical Data Conversion Analysis (PRTS)	$20,000
Deliverable 6F: Historical Data Conversion Analysis (IMPACT)	$20,000
Deliverable 6G: Historical Data Conversion Analysis (MLH)	$20,000
Deliverable 6I: Historical Data Conversion Analysis (Service Persons)	$20,000

Phase 2 Deliverables	Cost
Deliverable 6J: Historical Data Conversion Analysis (FERTILIZER)	$20,000
Deliverable 6K: Historical Data Conversion Analysis (FEED and REMEDY)	$20,000
Deliverable 7C: Historical Data Conversion Development (DAIRY DMQP)	$20,000
Deliverable 7E: Historical Data Conversion Development (PRTS)	$20,000
Deliverable 7F: Historical Data Conversion Development (IMPACT)	$20,000
Deliverable 7G: Historical Data Conversion Development (MLH)	$20,000
Deliverable 7I: Historical Data Conversion Development (Service Persons)	$20,000
Deliverable 7J: Historical Data Conversion Development (FERTILIZER)	$20,000
Deliverable 7K: Historical Data Conversion Development (FEED and REMEDY)	$20,000
Deliverable 8B: Interface Analysis & Dev(MiCaRS)	$25,000
Deliverable 8C: Interface Analysis & Dev (USA Herds)	$25,000
Deliverable 9B: Business Process Validation and Automation	$75,000
Deliverable 10B: Report Specifications – Phase 2 Reports	$55,000
Deliverable 11B: Report Development – Phase 2 Reports	$50,000
Deliverable 12.1: Accela GIS Configuration (page 36 of SOW dated 05/07/2014)	$0
Deliverable 12B: Accela Citizen Access Configuration	$25,000
Deliverable 14B: V360 User Experience	$35,000
Deliverable 16B: Report Workshop (II)	$20,000
Deliverable 19B: User Acceptance Testing	$75,000
Deliverable 21B: Pre-Go Live Support	$70,000
Deliverable 22B: Go Live Support and Transition to CRC	$89,700
	$1,399,700

B. Revised Data Conversion Deliverable Table. The Data Conversion Deliverable Table sections of the original “Exhibit A – Statement of Work, Appendix D, Stage 4 – Build” is fully restated as follows:

Deliverable	System Name	Description
6A and 7A	License 2000	Phase 1, Nursery and food licenses.
6B and 7B	Bottled Water	Phase 1
6C and 7C	DQMS/DFIS	Phase 2, Dairy Quality Management and Inspections
6D and 7D	MI Inspector	Phase, 1, Food inspections
6E and 7E	Pesticide Inspections	Phase 2, Pesticide Use Investigation System
6F and 7F	IMPACT	Phase 2, Pesticide tracking
6G and 7G	MLH	Phase 2, Environment Stewardship Division data. ~900 record types. licensing
6H and 7H	Service Persons	Phase 1, Motor Fuel Inspections dbase system
6I and 7I	Motor Fuel Licenses	Phase 2, Motor Fuel Licensing system
6J and 7J	FERTILIZER	Phase 2, Spreadsheet used to track Fertilizer and lime
6K and 7K	FEED and REMEDY	Phase 2, Spreadsheet used to track feed and remedy

C. Revised System Interfaces Deliverable Table. The System Interfaces Deliverable Table sections of the original "Exhibit A – Statement of Work, Appendix D, Stage 4 – Build" is fully restated as follows:

Deliverable	System Name	Description
8A	CEPAS	(Phase 1) State of Michigan Payment Processor
8B	MiCaRS	(Phase 2) Transportation Central Receipting System (Inbound: MiCaRS > Accela, outbound: Accela > MiCaRS)
8C	USA Herds	(Phase 2) Animal Tracking via RFID
8D	MAIN	(Phase 1) State of Michigan Financial System
8E	Lab Lynx	Test results from State Lab to be integrated with Accela via Lab Lynx's web API. Test results will be loaded to Accela in Phase 1.

UAT DEFECT RESOLUTION PROCESS

Revised Terms Section 5. The "Service Preparation, Testing and Acceptance" section of the Change Notice 2 Terms and Conditions are fully restated as follows, adding Section 5.3, defining the defect resolution process:

5. Service Preparation, Testing and Acceptance.

5.1 Service Preparation. Promptly upon the parties' execution of this Change Notice, Contractor shall take all steps necessary to make the Services procured hereunder ready and available for the State's use. Specifically, Contractor will a) commence and complete and implementation-related professional services to establish production, support, and test environments, as described herein; and b) provide appropriate access credentials to the State's designated technical contact indicating that the Software is available for the State's use, the date of provision of said credentials being the State's "Service Date" for purposes of designating the start of any term.

5.2 Testing and Acceptance. User Acceptance Testing (UAT) of all functionality for the Software and any other required modules will be tested by the State in a timely manner in the Contractor-hosted cloud environment , per the 5.3 Defect Process, below.

5.3 Defect Process.

A. The State will conduct tests of the Contractor supplied software and send a Defect notice to Contractor based on unacceptable results generated by the Contractor supplied software.

B. A defect is defined as a condition that prevents or impedes an affected state employee from performing their duties within an assigned licensing or inspection workflow. These workflows have been itemized in the test cases created by the State. If there is a dispute about the meaning of a test script the "To-Be" specification documents will be used for clarification. Test cases provide a high-level description of the functionality to be tested. All regression and new functionality test cases are contained in the Excel spreadsheet "UA Test Cases" created by the State.

C. The State will determine the severity of the defect. Defects found in UAT can be assigned one of three (3) levels of severity: Critical – Testing defects that due to the complexity of the function or the scheduled dates are putting the implementation date at risk. No workaround exists; High – Testing defects occurring in a less complex function of the application with sufficient time to resolve before the implementation date – but must be implemented as scheduled. A workaround has been identified and is listed in the defect; Low – Testing defect occurring in a function that are simple to fix or could be excluded if not resolved by the scheduled implementation date.
D. The Contractor will provide a mechanism to lookup information regarding entered defects and a mechanism to generate reports.
E. The Contractor will acknowledge receipt of all logged defects within 24 hours, and document the expected resolution timeframe for Critical and High defects within 48 hours. The state reserves the right to ask for expedited defect resolution in order to adequately re-test the defect within the overall test cycle timeline.
F. A UAT plan document will be created to clarify the various statuses to be assigned throughout the life cycle of a defect. The contents of the UAT plan document will be mutually agreed to. A defect is deemed to no longer prevent or impede a state employee when its status is set to "resolved" by the State.
G. Phase 1 UAT Round 2 shall be deemed complete when all test cases have been executed, or Critical defects are set to "resolved" status by the State, and all "High" defects are either set to "resolved" or have a plan that enables successful retesting before the end of the State Verification Week, which starts January 19th.
H. All Critical and High Defects must be retested successfully and set to "resolved" by the State before the "Go" permission can be granted during any "Go/No Go for Go Live" meeting.
I. During Verification Week, the State will verify that logged Critical and High Defects are corrected. The State will also perform any necessary regression testing needed to demonstrate that the Accela product is free from negative side effects of the various defect corrections. Defects that were previously set to "resolved" may be re-opened, if the re-test demonstrates that the condition has returned. New defects may be created if a test case has previously been documented as a successful test.
J. Schedule delays that impact the overall Go Live timeframe will result in invocation of the Withhold Remedy contractual clause."

Form No. DTMB-3521 (Rev. 7/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 6

to

CONTRACT NO. 071B3200042

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Accela Com	Julian Munoz	jmunoz@accela.com
2633 Camino Ramon	**PHONE**	**CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)**
San Ramon CA, 94583	925-659-3247	*****7678

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tim Gajda	(517) 284-5345	gajdat@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Lara Construction Code Software

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2 - 1 Year	12/26/19

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,697,809.74	$0	$11,697,809.74

DESCRIPTION: Effective November 6, 2015, the parties add the attached Statement of Work to change the Bureau of Fire Services project (originally added in Change Notice 3) from a waterfall to an agile implementation methodology. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement agreement.

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

▪**Project Title:** ▪ LARA – Accela Bureau of Fire Services	▪ **Period of Coverage:**
▪ **Requesting Department:** ▪ LARA –Bureau of Fire Services	▪ **Date:** ▪ 11/2/2015
▪ **Agency Project Manager:** ▪ Ann Searles	▪ **Phone:** ▪ (517) 335-1299
▪ **DTMB Contract Compliance Inspector:** ▪ Tim Gajda	▪ **Phone:** ▪ (517) 284-5345

BFS SOW V20 – Agile

BACKGROUND:

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement as modified by Change Notices 1 through 4 (taken together, “Base Contract”) will remain in effect unless modified by this Statement of Work.

The Bureau of Fire Services (Agency) and each of its sections, Fields Services, Storage Tanks, and Fireworks, and Plan Review, along with Accela conducted a Statement of Works Workshop on October the 30th, 2013. This workshop allowed Accela to understand the business functions and processes performed by the Agency.

The agreement herein requests changes to the original instance of the software that is currently being installed for LARA Bureau of Construction Codes (BCC). This change will add the capability for the LARA Bureau of Fire Services (BFS) to automate its business functions. The following areas of BFS and their associated responsibilities are considered to be “in scope” for this project and are hereinafter referred to as “the Agency’s Business Functions.”

- Field Services, which includes Field Inspection Business Functions
- Storage Tanks
- Fireworks Permitting

The intent of this Statement of Work is to optimize Accela’s portfolio of software, best practices, and customer experience by using the Agile Approach to enable the Agency to successfully deploy its Accela Automation software and meet its functionality, timing, and cost requirements for the Agency’s Business Functions.

PROJECT OBJECTIVE:

Using an agile methodology, the Accela and State teams will work collaboratively to build upon the current instance of Accela Automation for BCC to implement the State of Michigan Application & Inspection systems. The implementation is anticipated to involve a 12 month project duration and will include configuration of all application & inspection categories.

SCOPE OF WORK, DELIVERABLES AND ACCEPTANCE CRITERIA

Accela will provide the following deliverables and implementation services. Deliverables will not be considered complete until the Agency Scrum Product Owner and Agency Project Manager have formally accepted them.

AGILE SCRUM METHODOLOGY

This SOW will be implemented using an Agile Scrum methodology. Accela will provide a dedicated Certified Scrum Master who will lead the development for the duration of the project. It is understood that this role might not require 40 hours per week of effort. Planning sessions will be held for each respective Release and Sprint. The intent is for the Scrum team to follow the Release Schedule However, during these Release and Sprint planning sessions, the State’s Scrum Product Owner may re-order deliverables and re-prioritize product features with the assistance and approval of the Accela Scrum Master. If mutually agreed to by all parties, the Scrum team may add functionality, at no cost, in trade for removing functionality that requires equal effort.

Following the conventions of Agile Scrum, as the functionality for each sprint is designed, built, and tested by the scrum team, and accepted by BFS, that functionality will be considered to be done. If defects are found that are not addressed during the sprint, they will be prioritized, along with other backlog tasks, and repaired in later sprints, but any requested changes to previously accepted functionality may impact future functionality, or require a change order to complete the request.

PROPOSED RELEASE PLAN, DELIVERABLES AND PAYMENT SCHEDULE:

The proposed high level release plan, will be reviewed and confirmed during Project Planning and Initiation. Deliverables for this project consist of the list of functions below & the schedule will be developed during Project Planning and Initiation. This is a firm fixed price agreement and payment will be made upon the satisfactory acceptance of each Deliverable per the Base Contract.

The Initial Product Backlog is detailed in Appendix A. Initial Functional Requirements and estimated level of effort are identified in Appendix B.

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

Any additional hours of project management that are required as a result of delays in project schedule that are caused by the State (for example, lack of access to BFS subject matter experts) will require a change order to increase project management hours.

This Statement of Work shall not exceed $563,140.73 and the amount of system functionality shall not be decreased without a contract change notice processed through DTMB Procurement.

The following on-site travel requirements have been included in the total project budget:

- A maximum of 8 on-site trips three days on-site excluding travel time for Accela's Scrum Master or four days on-site excluding travel time for Accela's Developer(s). The attendee shall be at the discretion of the State.
- A maximum of 12 on-site trips four days on-site excluding travel time for Accela's Developer(s).

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices. The price for the functionality of each Deliverable under the initial road map is as follows:

Initial Product Roadmap:

Releases, Deliverables and Payments	Requirements Met	Payment Amount	Planned Start Date	Planned Finish Date
Release 1: STORAGE TANKS (ST)				
Deliverable 1: Planning & Initiation	28,29,30,31,32,33,34,35,36,37,41,42,43,44	$22,994.91	November 30, 2015	December 4, 2015

Deliverable 2: Tools and Environments Setup	23	$22,994.91	November 30, 2015	December 4, 2015
Deliverable 3: Registration Form Mockups Completed	8.1,8.2,8.3,8.4,8.5,8.6, 8.8,9.1,9.2,9.3,9.4,9.5, 11,12,14,25,26	$22,994.91	November 30, 2015	December 11, 2015
Deliverable 4: Registration Form Mockups Approved	8.1,8.2,8.3,8.4,8.5,8.6, 8.8,9.1,9.2,9.3,9.4,9.5, 11,12,14,25,26	$22,994.91	December 14, 2015	December 18, 2015
Deliverable 5: Conversion Rules Completed	16	$22,994.91	December 14, 2015	January 29, 2016
Deliverable 6: Output Reports & Inspection	8.8,10.1,10.2,10.3,10.4 ,10.6,10.7,10.8,10.9,10 .10,14.1,26,27	$22,994.91	December 28, 2015	February 5, 2016
Deliverable 7: Reports	10.5,13,14,15,26	$22,994.91	February 8, 2016	March 18, 2016
Deliverable 8: Assessment & Tracking	26,27	$22,994.91	March 21, 2016	April 15, 2016
Deliverable 9: Data Conversion	16	$22,994.91	February 1, 2016	March 4, 2016
Deliverable 10: UAT Completed	24	$22,994.91	April 18, 2016	May 6, 2016
Deliverable 11: Release 1 Go Live	40,41,42,43,44	$22,994.91	May 9, 2016	May 13, 2016
Deliverable 12: Training	38,39	$22,994.91	May 16, 2016	May 20, 2016
Release 2: FIELD SERVICES (FS)				
Deliverable 13: Planning & Initiation	28,29,30,32,33,34,35,3 6,41,42,43,44	$17,457.36	May 23, 2016	May 27, 2016
Deliverable 14: Safety Form Mockups Completed	17.1,17.2,25,26	$17,457.36	May 30, 2016	June 3, 2016
Deliverable 15: Safety Form Mockups Approved	17.1,17.2,25,26	$17,457.36	June 6, 2016	June 10, 2016
Deliverable 16: Safety, Tracking, & Invoicing	18.4,21.5,22.1,22.4,22. 5,25,26	$17,457.36	August 8, 2016	September 2, 2016
Deliverable 17: Inspections	17.3,18.1,18.2,18.3,20, 21.1,21.2,21.3,21.4,25, 26,27	$17,457.36	June 13, 2016	July 22, 2016
Deliverable 18: Field Services daily Activities	22.1,22.2,22.3,22.4,22. 5,25,26,27	$17,457.36	July 25, 2016	August 5, 2016
Deliverable 19: UAT Completed	24	$17,457.36	September 5, 2016	September 23, 2016
Deliverable 20: Release 2 Go Live	40,41,42,43,44	$17,457.36	September 26, 2016	September 30, 2016
Deliverable 21: Training	38,39	$17,457.36	October 3, 2016	October 7, 2016

Release 3: FIREWORKS (FW)				
Deliverable 22: Planning & Initiation	28,29,30,32,33,34,35,36,41,42,43,44	$13,008.55	July 18, 2016	July 22, 2016
Deliverable 23: Application Form Mockups Completed	1.1,1.2,1.3,1.5,1.6,2,3.1,3.2,6,25,26	$13,008.55	July 25, 2016	July 29, 2016
Deliverable 24: Application Form Mockups Approved	1.1,1.2,1.3,1.5,1.6,2,3.1,3.2,6,25,26	$13,008.55	August 1, 2016	August 5, 2016
Deliverable 25: FS-Fireworks	7.1,7.2,7.3,7.4,7.5,25,26,27	$13,008.55	August 8, 2016	September 2, 2016
Deliverable 26: Delegation	4,7.6,25,26	$13,008.55	September 5, 2016	September 16, 2016
Deliverable 27: Ticket Sales & Confiscation	19,22.2,22.3,25,26,27	$13,008.55	September 19, 2016	September 30, 2016
Deliverable 28: Appeals	5,25,26	$13,008.55	October 3, 2016	October 14, 2016
Deliverable 29: UAT Completed	24	$13,008.55	October 17, 2016	October 21, 2016
Deliverable 30: Release 3 Go Live	40,41,42,43,44	$13,008.55	October 24, 2016	October 28, 2016
Deliverable 31: Training	38,39	$13,008.55	October 31, 2016	November 4, 2016
Total		**$563,141.00**		

RELEASE ACCEPTANCE CRITERIA (Definition of Done)

The acceptance criteria for each Release and Sprint will be detailed during each respective Release and Sprint planning session.

The acceptance criteria for the final delivery (Final Acceptance) of this project is as follows:

1. The product incorporates the functionality described in the product road map, and satisfactorily passes User Acceptance Testing. Note that the original product road map is included in this document, but may be modified during the Agile Scrum development process by the State's Product owner with the mutual agreement of the Contractor and BFS Scrum Team.
2. The system is promoted to "production" for daily use by the Agency and public users.
3. Formal Accela support of the system is transitioned to the Accela Customer Resource Center (CRC).

RELEASE END: GO-LIVE & PRODUCTION SUPPORT FOR ALL RELEASES

Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage.

In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment. Accela will generate the record types, scripts, workflows, reports, historic data conversions, testing, training and support necessary to move the new functionality into production and make it usable by internal and external users.

The following outputs and responsibilities will be executed by Accela for this deliverable:

1. Two (2) days of Deployment support prior to moving to Production
2. Accela Automation promote to Production environment for Agency daily use
3. Provide off-site resources to support the move to Production effort
4. With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production
5. Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
6. User Training plan and training materials
7. Updated operations support documentation
8. Accela will provide 14 calendar days of Production support at which time a formal transfer of ongoing support of the client to the CRC will be conducted.

PROJECT CONTROL AND REPORTS:

The specific reporting for this project must follow the requirements of the Base Contract and will be tailored during the Release 1: Project Initiation.

At a minimum, the Accela BFS project team will develop and maintain a Product Vision (in conjunction with BFS), Product Roadmap, Release Plan, and Product Backlog. There will also be a Sprint Backlog and Scrum Board for each sprint. The Scrum tracking tool will be used to track requirements and acceptance criteria for each of the backlog items.

SPECIFIC DEPARTMENT STANDARDS:

No additional standards are identified.

EXPENSES:

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

PROJECT CONTACTS:

- The designated Agency (LARA-BFS) Project Manager is:

- Name: Ann Searles
- Department: Bureau of Fire Services
- Address: 3101 Technology Bldg., Ste. H
- City/State/Zip: Lansing, MI 48909
- Phone Number 517-335-1299
- Fax Number 517-332-1428

Email Address Searlesa@michigan.gov

-

- The designated DTMB Project Manager is:

- Name: Allen Drouare
- Department: DTMB – Enterprise PMO
- Area: Supporting LARA
- Building/Floor Phoenix / 3rd Floor
- Address: 222 N. Washington Square
- City/State/Zip: Lansing, MI 48933
- Phone Number 517-284-5311
- Email Address DrouareA@Michigan.gov

- The DTMB Contract Administrator for this project is:

- Name: Jarrod Barron
- Department: DTMB – Procurement
- Area: IT Division
- Building/Floor Constitution Hall / 1st Floor
- Address: 525 West Allegan Street
- City/State/Zip: Lansing, MI 48909

- Phone Number 517-284-7045
- Email Address Barronj1@Michigan.gov

Appendix A: INITIAL BFS PROJECT PRODUCT BACKLOG

Note: the numbers in parenthesis below, each denote an estimate of the relative level of effort for that particular task. The development team will work together to re-estimate the entire product backlog.

Release 1: Storage Tanks Module (ST)

DELIVERABLE 1: Planning & Initiation

- Kick-Off
- Develop Project Charter and Project Management Plan
- Finalize Statement of Work
- Discovery
- Analysis
- Develop Product Roadmap and Refine Product Backlog
- Backlog Estimating
- User Stories
- Development of Project Infrastructure
- Determine sprint length, set up scrum meetings.

DELIVERABLE 2: Tools & Environment Setup

- JIRA Setup
- Setup BFS user profiles in BFS Accela software environment

3.

DELIVERABLE 3: Registration Form Mockups Completed

FORMS: BFS3820 (Req ID 8.6) BFS3821 (Req ID 8.5)
BFS3860 (Req ID 8.2) BFS3861 (Req ID 8.3)
BFS3858 (Req ID 11) BFS3888 (Req ID 12)
BFS3859 (Req ID 8.1) BFS5240 (Req ID 8.4)
BFS3881 (Req ID 14)

DELIVERABLE 4: Registration Form Mockups Approved

- Application form testing by BFS
- Issue identification & resolution
- Identification of script requirements

DELIVERABLE 5: Conversion Rules Completed

- Historic Data analysis
- Storage Tank backend configuration analysis
- Draft conversion rules and specifications

4.

5.

DELIVERABLE 6: Inspection

- Storage Tank Inspections (19)

FORMS: BFS3816 (Req ID 10.4) BFS4026 (Req ID 10.3)
BFS3835, (Req ID 10.4) BFS3867 (Req ID 10.1)
BFS3866 (Req ID 10.2)
BFS3857, (Req ID 14.1)

DELIVERABLE 7: Reports

FORMS: BFS3865 (Req ID 10.5)
BFS3824 (Req ID 13)
BFS3826 (Req ID 15)

DELIVERABLE 8: Assessment & Tracking

- Mileage Tracking (1)
- FOIA (1)
- Deliverables (1)
- Site Assessment (1)
- Daily Tracking (1)

DELIVERABLE 9: Data Conversion

- Conversion of Data from Legacy Systems to Accela
- Perform Historic Data conversion and loading
- Validation of Historic Data by BFS

DELIVERABLE 10: UAT Completed

DELIVERABLE 11: Go Live

- Promote and Validate Configuration
- Promote and Validate Historic Data
- Confirm Entire Release is functioning
- Go Live in Production

DELIVERABLE 12: Training

- Training of any kind to complete Release 1

Release 2: Field Services Module (FS)

DELIVERABLE 13: Planning & Initiation (Activities as Needed)

- Revisit and repeat Deliverable 1 planning activities for Release 2.

6.

7. DELIVERABLE 14: Safety Form Mockups Completed

8. FORMS: Application for School Safety Inspection (BFS-980) (Req ID 17.2)

9. Application for Fire Safety Plan Examination (BFS-979) (Req ID 17.1)

10.

11. DELIVERABLE 15: Safety Form Mockups Approved

- Application form testing by BFS
- Issue identification & resolution
- Identification of script requirements

DELIVERABLE 16: Safety, Tracking & Invoicing

- Safety Inspection (4)
- False Tracking (3)
- Invoices (5)

LETTERS: 1st Invoice Notice, 2nd Invoice Notice, 3rd Invoice Notice and Notice of Collection (Req ID 21.5)
INVOICES: School Safety Inspections & False Final Inspections (Req ID 17.2)
LOGS: Invoice Tracking Sheet (Req ID 22.4)

DELIVERABLE 17: Inspections

- Annuals (5)
- Re-Check Annual (5)
- Project Inspections (4)
- Complaint Inspections (5)

FORMS: Incident Reporting Form (07-32) (Req ID 17.3)

LETTERS: 12A Notice – Documentation Needed, (Req ID 21.1)
12A Notice – False Documentation, (Req ID 21.2)
12A Notice – No Electrical Certificate, (Req ID 21.3)
12A Notice – No Shop Drawings (Req ID 21.4)

DELIVERABLE 18: Fire Services Daily Activities

- Work logs (1)
- Report Writing (4)
- Report Distribution (4)
- Daily Activity Tracking (1)

- Mileage Tracking (1)

FORMS: BFS-40 (Req ID 18.2)
CHECKLISTS: AFC Checklist Part 3 (Req ID 18.1)
AFC Checklist Part 4, (Req ID 18.1)
Documentation Review Checklist, (Req ID 18.1)
Documentation Review Checklist – Hospitals (Req ID 18.1)
LOGS: Region Work Logs (Req ID R22) Includes:

- Tracking Annuals
- Project Inspections
- False Final Inspections
- Invoices

DELIVERABLE 19: UAT Completed

DELIVERABLE 20: Go Live

- Promote and Validate Configuration
- Confirm Entire Release is functioning
- Go Live in Production

DELIVERABLE 21: Training

- Training of any kind to complete Release 2

Release 3: Fireworks Module (FW)

DELIVERABLE 22: Planning & Initiation (Activities as Needed)

- Revisit and repeat Deliverable 1 planning activities for Release 3.

DELIVERABLE 23: Application for Mockups Completed

- Registration (1)
- Fees/Invoices (4)

FORMS: BFS-48 (Req ID 1.1 & 1.2), BFS-400 (Req ID R2),
BFS-401 (Req ID 3.1), BFS-402 (Req ID 1.6),
BFS-407 (Req ID 3.2), BFS-408 (Req ID R6),

DELIVERABLE 24: Application for Mockups Approved

- Application form testing by BFS
- Issue identification & resolution
- Identification of script requirements

DELIVERABLE 25: Fireworks Inspections

- Fireworks Inspection (8)
- Fireworks Enforcement (9)

CHECKLISTS: Fireworks Checklist – Permanent CFRS Facilities, (Req ID 7.1)
Fireworks Checklist – Temporary CFRS Facilities, (Req ID 7.2)
Fireworks Checklist – Store Sales Area (Req ID 7.3)

LOGS: Citations/Enforcement Log, (Req ID 22.2)
Fireworks Work Log, (Req ID 22.1)
Delegated Fireworks Project Log (Req ID 22.3)

DELIVERABLE 26: Delegation

- Delegation Process (3)
- Delegation Inspection (11)

FORMS: BFS-404 (Req ID 4), BFS-405 (Req ID 4)

DELIVERABLE 27: Ticket Sales & Confiscation

- Tickets (3)
- Confiscation (6)
- Sales (4)
- Display (7)

FORMS: BFS999, BFS49A, BFS49B,

BFS49C, BFS49D, BFS49E,
BFS49F, BFS-411
(All forms noted above are included in Req ID 19)

DELIVERABLE 28: Appeals

- Appeal Process (13)

FORMS: BFS-415 (Req ID 5)

DELIVERABLE 29: UAT Completed

DELIVERABLE 30: Go Live

- Promote and Validate Configuration
- Confirm Entire Release is functioning
- Go Live in Production

DELIVERABLE 31: Training

- Training of any kind to complete project

Appendix B: Functional Requirements

Fireworks Division				
Complexity	**Req ID**	**Deliverable**	**Requirement**	**Estimated LOE Hours**
	R1		Ability for BFS Fireworks division to receive and process online applications for Fireworks Certificates & Registrations	
Medium	R1.1	23	Ability for BFS Fireworks division to receive and process online applications for Consumer Fireworks Certificate (BFS48)	24
Medium	R1.2	23	Ability for BFS Fireworks division to receive and process online applications for Low Density Fireworks Registration (BFS48)	24
Low	R1.3	23 & 24	Ability for software to determine Plan Review exemptions during the online Consumer Fireworks Certificate application process (ACA) and advise the applicant if they need to submit plans with their application (script requirement).	10
Low	R1.5	23 & 24	Ability to for the software to automatically close out Fireworks applications that have exceeded the 45 day due date (script requirement)	4
Low	R1.6	23	Ability for Consumer and Low Density Fireworks Retailers to submit monthly Fireworks Sales Report and Safety Fee payment (BFS402)	14
Low	R2	23	Ability for BFS Fireworks division to receive and process online applications for Refund Requests (BFS400)	14
	R3	23	Ability for BFS Fireworks division to receive and process online amendment applications	
Medium	R3.1	23	Ability for BFS Fireworks division to receive and process online applications for Transfer of Ownership Affidavits (BFS401)	23
Medium	R3.2	23	Ability for BFS Fireworks division to receive and process online applications for Transfer of Location (BFS407)	24
Medium	R4	26	Ability for BFS Fireworks division to receive and process online Delegation of Authority Authorization Applications (BFS404)	24
Low	R5	28	Ability for BFS Fireworks division to receive and process online Fireworks Appeal Requests (BFS415)	13
Low	R6	23	Ability for BFS Fireworks Division to receive and process online Consumer Certificate - Written Notice of Cancellation Request Forms (BFS408)	13
	R7		Ability for Field Services division to complete inspections on Consumer Fireworks certificates and low density registrations	
High	R7.1	25	Ability for Field Services division to complete Temporary facility Fireworks Inspections and associated Fireworks Temporary CFRS Facilities inspection checklist and Inspection Report (BFS40)	27
Low	R7.2	25	Ability for Field Services division to complete Permanent facility Fireworks Inspections and associated Fireworks Temporary CFRS Facilities inspection checklist and Inspection Report (BFS40)	10
Low	R7.3	25	Ability for Field Services division to complete Store Sales Area Fireworks Inspections and associated Fireworks Store Sales Area inspection checklist and Inspection Report (BFS40)	10
Low	R7.4	25	Ability for Field Services division to complete Re-Check Fireworks Inspections and Inspection Report (BFS40)	10
Low	R7.5	25	Ability for Field Services division to complete Final Fireworks Inspection and Inspection Report (BFS40)	10
Low	R7.6	26	Ability for BFS Fireworks division to receive and process completed Delegate Inspection Forms	14

Storage Tanks Division				
Complexity	**Req ID**	**Deliverable**	**Requirement**	**Estimated LOE Hours**
	R8		Ability for BFS Storage Tanks division to receive and process online applications for the Installation of an Aboveground and Underground Storage Tanks	
High	R8.1	3	Ability for BFS Storage Tanks division to receive and process online applications for the Installation of an Aboveground Storage Tank (BFS3859)	36
Medium	R8.2	3	Ability for BFS Storage Tanks division to receive and process online applications for the Installation of an aboveground Compressed Natural Gas Fueling Facility (BFS3860)	24
Medium	R8.3	3	Ability for BFS Storage Tanks division to receive and process online applications for the Installation of an aboveground Liquefied Petroleum Gas Facility (BFS3861)	24
Medium	R8.4	3	Ability for BFS Storage Tanks division to receive and process online applications for the Installation of an aboveground Hydrogen Storage System (BFS5240)	24
Medium	R8.5	3	Ability for BFS Storage Tanks division to receive and process online applications for Underground Storage Tank Registration (BFS3821)	24
Medium	R8.6	3	Ability for BFS Storage Tanks division to receive and process online applications for Notice of Proposed Installation of Underground Storage Tanks (BFS3820)	24
High	R8.8	3, 4 & 6	Ability for Storage Tanks division to auto-populate application forms with Tank Registration information such as Tank ID #, Facility ID, Registration # etc. (script requirement)	14
	R9		Ability for BFS Storage Tanks division to receive online renewal applications for all aboveground and underground storage tanks	
Medium	R9.1	3	Ability for registered Aboveground Storage Tank owners to submit renewal applications online	24
Medium	R9.2	3	Ability for registered Compressed Naturals Gas Fueling Facility owners to submit renewal applications online.	24
Medium	R9.3	3	Ability for registered Liquefied Petroleum Gas facility owners to submit renewal applications online	24
Medium	R9.4	3	Ability for registered Hydrogen Storage System owners to submit renewal applications online	24
Medium	R9.5	3	Ability for registered Underground Storage Tank owners to submit renewal applications online	24
	R10		Ability for BFS Field Services Inspectors to schedule and complete inspections on all aboveground and underground storage tanks.	
High	R10.1	6	Ability for Inspectors to schedule and complete a tank installation inspection, re-inspection and final inspection along with the associated above ground storage tank inspection checklist and Inspection Report (BFS3816 & BFS3867)	39

Medium	R10.2	6	Ability for Inspectors to schedule and complete an initial tank installation inspection, re-inspection, and final inspection along with the associated Liquefied Petroleum Gas Inspection Checklist and Inspection Report (BFS3816 & BFS3866)	24
Medium	R10.3	6	Ability for Inspectors to schedule and complete an initial tank installation inspection, re-inspection, and final inspection along with the associated Hydrogen Storage Systems Inspection Checklist and Inspection Report (BFS3816 & BFS4026)	24
Medium	R10.4	6	Ability for Inspectors to schedule and complete a tank installation inspection, a pipe installation inspection, and a final inspection along with the associated underground storage tank installation checklist and Inspection Report (BFS3816 & BFS3835)	24
Storage Tanks Division - Continued				
Complexity	**Req ID**	**Deliverable**	**Requirement**	**Estimated LOE Hours**
Low	R10.5	7	Ability for Field Services division to complete internal Facility Information Sheets (BFS3865) as part of the Aboveground Storage Tank inspection process.	10
Low	R10.6	6	Ability for Field Services division to complete storage tank Site Assessment inspection and Inspection Report (BFS3816)	10
Low	R10.7	6	Ability for Field Services division to complete storage tank Follow Up inspections and Inspection Report (BFS3816)	10
Low	R10.8	6	Ability for Field Services division to complete Existing underground storage tank inspections and Inspection Report (BFS3816)	10
Low	R10.9	6	Ability for Field Services division to complete Triannual inspections on underground storage tanks and Inspection Report (BFS3816)	10
Low	R10.10	6	Ability for Field Services division to complete Final inspections on storage tanks and Inspection Report (BFS40)	10
High	R11	3	Ability for BFS Storage Tanks division to receive and process online Change of Information notices/amendments for aboveground storage tanks (BFS3858)	36
Medium	R12	3	Ability for BFS Storage Tanks division to receive and process online applications for Notice of Underground Piping Replacement (BFS3888)	24
Medium	R13	7	Ability for BFS Storage Tanks division to receive and process online applications for Intent of Removal, Closure or Change-in-Service of Underground Storage Tanks (BFS3824)	24
Medium	R14	7	Ability for BFS Storage Tanks division to receive and process online applications for Underground Storage Tank System Site Assessment Report and Closure or Change -in-Service registration (BFS3881)	24
Medium	R14.1	6	Ability for BFS Storage Tank Inspectors to schedule and complete a tank closure inspection along with the associated UST Closure inspection checklist (BFS3857) and Inspection Report (BFS3816 & BFS3857)	24

Medium	R15	7	Ability for BFS Storage Tanks division to receive and process online applications for Release Report: Suspected/Confirmed (BFS3826)	24
High	R16	5 & 9	Historic Storage Tank Data Conversion Analysis & Execution	135

Field Services Division				
Complexity	**Req ID**	**Deliverable**	**Requirement**	**Estimated LOE Hours**
	R17		Ability for Field Services division to receive and process online applications for School Safety and Fire Safety Plan evaluations	
Medium	R17.1	14	Ability for Field Services division to receive and process online Applications for Fire Safety Plan Examination (BFS979)	17
Medium	R17.2	14	Ability for Field Services division to receive and process online Applications for School Safety Inspection (BFS980) and complete Inspection Report (BFS40)	17
Medium	R17.3	17	Ability for Field Services division to receive and process online Incident Report Forms (07-32)	17
	R18		Ability for Field Services division to complete inspections on facilities	
High	R18.1	17	Ability for Field Services division to complete Annual Facility Inspections with associated checklist (AFC checklist part 3 &4, Documentation Checklist, Documentation Checklist-Hospitals) and Inspection Report (BFS40)	27
Low	R18.2	17	Ability for Field Services division to complete Annual Re-Check Facility Inspections with associated checklist(s) and Inspection Report (BFS40)	10
Medium	R18.3	17	Ability for Field Services division to complete Project Inspections including Pre-Construction, Halfway point, Final, and Re-check Final and Inspection Report (BFS40)	17
Medium	R18.4	16	Ability for Field Services division to complete School Safety Inspections (Initial & Re-Inspection) and Inspection Report (BFS40)	17
Medium	R19	27	Ability for Field Services division to complete Fireworks Enforcement activities including Tickets & Confiscation	17
Low	R20	17	Ability for Field Services division to complete Complaint Inspections (Facility, Fireworks, Storage Tanks) and Inspection Report (BFS40)	10
	R21		Ability for the BFS staff to generate 12A and Invoice notifications	
Medium	R21.1	17	Ability for the BFS staff to generate "12A Notice - Documentation Needed" notifications and send to certificate holder	17
Low	R21.2	17	Ability for BFS staff to generate "12A Notice - False Documentation" notifications and send to certificate holder	10
Low	R21.3	17	Ability for BFS staff to generate "12A Notice - No Electrical Certificate" notifications and send to certificate holder	10
Low	R21.4	17	Ability for software to generate "12A Notice - No Shop Drawings" notifications and send to certificate holder	10
Low	R21.5	16	Ability for BFS staff to generate "1st, 2nd, and 3rd Invoice Notices and Notice of Collection Letter" and send to certificate holders	10
	R22		Ability for all BFS Divisions to generate a work log or Ad Hoc report that track staff's daily activities, applications statuses, invoices, and registrations etc.	
Low	R22.1	16	Consumer Fireworks Certificate and Low Density Registration applications workflow history, captures the 45 Day Due Date for outstanding information requests (i.e. missing documents) and flags applications that are approaching the 45 day timeframe so that a notice can be sent to the applicant.	10
Low	R22.2	27	Ability for BFS staff to capture Enforcement officer daily activities and generate ad hoc "Citations & Enforcement" Logs	10
Low	R22.3	27	Ability for BFS staff to capture Enforcement officer daily activities and generate ad hoc "Delegated Fireworks Project" logs	10
Low	R22.4	16	Ability for BFS staff to capture Enforcement officer daily activities and generate ad hoc "False Final Inspection" logs	10
Low	R22.5	16	Ability for BFS staff to capture daily invoicing activities and generate ad hoc "Invoice Tracking" logs	10

Shared Configuration				
Complexity	**Req ID**	**Deliverable**	**Requirement**	**Estimated LOE Hours**
Medium	R23	Deliverable 2	Ability to for software to assign system users to an associated department and user group (Daily User, Supervisor, Admin, Inspector, etc.)	18
Medium	R24	10,19&29	Ability for User Interface to be configured based on Department and user group (V360 User Experience - 2 day workshop)	18
N/A	R25	throughout all	Script Development Assistance & Report Development Assistance	400
N/A	R27	Deliverable 6	Mobile Office Configuration	59

Fixed Requirements		
Requirement		**Hours**
R28	JIRA subscription (11 - 25 Users)	n/a
R29	Project Plan	40
R30	Project Charter	40
R31	Training Plan	16
R32	Backlog Refinement Meetings (Scrum Master plus Developer, 2 hours/sprint)	104
R33	Scrum Planning (Scrum Master plus developer, 2 hrs/sprint)	104
R34	Scrum Review (Scrum Master plus developer, 2 hrs/sprint)	104
R35	Scrum Retrospective (Scrum Master plus developer, 2 hrs/sprint)	104
R36	Daily Sprint Meeting (Scrum Master plus 2 developers, 0.5 hrs/scrum)	345
R37	Backlog development	180
R38	Daily User Training (5 days total)	42
R39	System Administrator Training (5 days total)	42
R40	One week Post Production Support (Scrum Master plus 1 developer)	60
R41	Accela Program Management	110
R42	Accela Hosted Environment Technical Consultation	150
R43	Risk Management	100
R44	General team management	208

Appendix C: Project Assumptions

LICENSING

- Accela will implement the Accela Automation subscription service in accordance with the terms of the subscription agreement.
- New features deployed by Accela in the subscription service during the project will be left turned off. If there is minimal impact to the project or project timeline every effort will be made to incorporate the new features.
- For use with Accela Citizen Access, SOM will provide all related hardware, software and documentation required to interface with a merchant account provider through the SOM CEPAS payment service.

SCOPE AND TIMELINE

- The Agency and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- "Go live" (system is in production) timeline assumes timely completion of the Agency's scrum assigned tasks, availability of key Agency resources, collaboration, and availability of any third-party vendor resources.
- Product Backlog, release & sprint planning will be agreed to by SOM Scrum Product Owner & Accela Scrum Master.
- Accela will provide licenses to the state team members for the selected Scrum and Sprint tracking tool
- Should any project roadblocks arise, Accela and the Agency will escalate according to the escalation plan in the Project Charter.
- Project management and oversight is included in the cost estimation for all work to be completed.

TRAINING

- Unless otherwise agreed in writing, the Training deliverables will continue to meet the specific requirements of Deliverables 22 and 23 of the BFS Statement of Work in Change Notice 1 through 4.
- The Training strategy uses a "Train-the-Trainer" approach whenever possible in order to ensure maximum efficiency for the training provided. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.
- The BFS scrum team will identify the individuals to participate in End User and Administrative training classes.
- The Scrum team will create a Training Plan during the Initiation of the project. Training will be a combination of "hands on" and standard Accela coursework as determined by the scrum team. Standard courses normally provided include:
    - Accela Automation Administration
    - Accela Automation User
    - Citizen Access Administration
- Accela will provide training for LARA staff on the administration, maintenance, and augmentation of its Accela Automation configuration. This training will require as background taking the Accela Automation Administrator Training Course (three days). It is assumed that there will be a shared service and

resources established by LARA and or DTMB to with maintenance and any future development of reports or custom scripting.

- All Accela-led training will be conducted at LARA on-site facilities unless the training is one day or less in which case it may be conducted via webex. Each Agency will provide adequate training rooms/space with sufficient computing capability and network access as needed.
- The Agency project team will provide the necessary staff resources to complete training needs analysis and assist with training planning. The Agency is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Accela is not responsible for making alternative arrangements for missed training.
- The Agency will be responsible for all end user training including training logistics, training scheduling, and the printing of training materials.
- The Agency users will have basic computer skills. Accela is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills include:
- End users – proficient in Windows environment and Internet environment, as well as working knowledge of the Agency's business processes and functions.
- The Agency may request "make-up" or remedial training sessions for initial training during system deployment, via the Change Order process for estimated staff hrs/session at the specified hourly rate for each training category.
- Workshops and training may be shared with other State of Michigan projects as long as the number of students does not exceed the max specified.

TESTING

- Accela is responsible for testing the initial configuration of system.
- The Agency is responsible for writing User Acceptance Test Cases after Accela completes the User Acceptance Test Plan.
- The Agency's staff are responsible for conducting User Acceptance Testing and System Integration Testing.
- Accela will provide 1 Resource Onsite for 16 hours during UAT for the purpose of training support, oversight, answering questions and addressing issues discovered in User Acceptance Testing.

GO LIVE AND GO LIVE SUPPORT

- Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela and the Agency at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in system validation, staff preparation assistance and training, and coordination of deployment.
- In terms of specific output, the following will be executed for this deliverable:
- Two (2) days of Deployment support prior to moving to Production

Appendix C: Project Assumptions

- Accela Automation used in Production environment for Agency daily use Accela System administration and production operations support will be a centralized LARA function
- In order to share subscription costs, HFES and BFS, will go live in the same "Accela hosted agency" as BCC. The BCC Go Live is a dependency for HFES and BFS to Go Live.
- User training on Accela Automation will be a combination of hands-on during scrum sessions and classroom training as defined during Release 1. For Go Live Accela will support SOM with development of training materials for ACA users in addition to development of communications to support training initiatives.
- Accela is responsible for unit testing the configuration updates to the platform required for electronic plan review (this item has been removed from scope and added to the Plan review project already underway for the State of Michigan)
- BFS Scrum team will develop User Acceptance Test Scripts working from Accela provided templates and samples. SOM will conduct User Acceptance Testing.

SCRIPTING

- Accela will implement the EMSE 3.0 scripting environment for this project and resolve all scripting conflicts within this instance of Accela that has been developed by Accela for BFS.
- The Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria for this deliverable will follow the guidelines as set forth in Section 1.104 Deliverable 5 of the original agreement except as clarified below:

Accela will provide 300 hours of Scripting Assistance. The State will develop the remainder of the scripts. The development team will create and maintain a list of scripting opportunities (script list) along with estimates for creating each script. If the entire list of scripts can't be accomplished within the 300 hours, the Product Owner, with assistance the development team, will determine which of the scripts will be assigned to the State. The intent will be for Accela to complete the more complicated scripts.

Script Development Assistance (300 hours) & Report Development Assistance (100 hours) have a total of 400 hours between the two deliverables. A total of 400 hours can be interchanged between the two deliverables a required.

12. Throughout implementation, Accela will build a Script Inventory list to capture the Agency's script requirements, sizing and priority level. Sizing of scripts is estimated at an average of:
13.
14. **Low Complexity (6 hours):** Examples of low complexity scripts include updating ASI fields, creating inspections, updating workflows, fee automation, scripts that validate data & prevent submission, etc.
15.
16. **Medium Complexity (14 hours):** examples of medium complexity scripts include creating amendment records, Citizen Access page flow automation and validation, complex fee calculation etc.
17.

18. **High Complexity (24 hours):** examples of high complexity scripts include batch jobs for license creation and/or expirations, automated assignment of inspection, etc.

REPORTS

- The definition and process of creating reports is defined in the Base Contract. The Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria for this deliverable will follow the guidelines previously set forth in other projects.
- **Accela will provide up to 100 hours of reporting assistance** to develop documents, letters or reports in the new system
- During Deliverable 1, the Scrum Team will develop a report list, and a mutually agreed upon number of report designs and update the product backlog with the reports required.

Script Development Assistance (300 hours) & Report Development Assistance (100 hours) have a total of 400 hours between the two deliverables. A total of 400 hours can be interchanged between the two deliverables a required.

19. Throughout implementation, Accela will build a Report Inventory list to capture the Agency's report requirements, sizing and priority level. Sizing of reports is estimated at an average of:
20.
21. **Low Complexity (10 hours):** Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels)
22.
23. **Medium Complexity (14 hours):** Reports that require some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, journals, logs). Many agency reports fall under this category.
24.
25. **High Complexity (30 hours):** Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports , schedules, and agendas.

ACCELA GIS CONFIGURATION

- Accela will use the same GIS services as available to BCC to provide services to BFS project.

ACA- ACCELA CITIZEN ACCESS CONFIGURATION

- During analysis and configuration sprints, the scrum team will develop user stories for the public access of the platform via Accela Citizen Access for Plan Submission, Certificate printing, and Status Tracking. The user stories will include payment options and Accela will setup and configure pass through to SOM's merchant account test system.

Appendix C: Project Assumptions

ACCELA MOBILE OFFICE CONFIGURATION

- Accela will configure the Accela Mobile Office application to meet the specific business needs of this project.

AA – ACCELA AUTOMATION (INTERNAL USER INTERFACE)

- During analysis and configuration sprints, the scrum will fine-tune the system's User Interface ("look and feel"), usability, and security. Accela will develop the user stories for the BFS staff interaction with AA to identify and configure the required fields, field order, and field names for each of the AA portlets required. Accela will also work with the Agency users to define the default lists and configuration for the following AA components related to the Agency user experience.

CHANGE CONTROL

- During Deliverable 1, the State's Certified Product Owner, Project Manager and Certified Scrum Master(s) will work with the Accela Certified Scrum Master to design the project artifacts and define project reporting responsibilities. The guidelines for developing acceptance criteria for each Release, Deliverable and Sprint will also be defined and approved.
- During the initiation and planning stage of the project, an initial estimate will be developed of the effort to required provide all of the functionality in the Product Backlog. Following the principles of Agile Scrum, the Product Owner and the Scrum Team will continuously groom the Product Backlog. The State's Product Owner may re-order deliverables and re-prioritize product features with the assistance and approval of the Accela Scrum Master or Project Manager. If mutually agreed, the Scrum team may add functionality, at no cost, in trade for removing functionality that requires equal effort.
- "Go live" (system is in production) timeline assumes timely completion of the Agency's deliverables (including finalization of requirements / use cases / product catalog), availability of key Agency resources, collaboration, & availability of any third-party vendor resources.

INTERFACES

- CEPAS: ACA will redirect users to CEPAS for credit card and electronic check (ACH) payments. It is assumed that this will be already available through the ACA instance from previous projects. However, it may be necessary to configure an additional CEPAS profile for each Agency and update the MAIN reconciliation file. Accela will support SOM but will be dependent upon the LARA project Agency and DTMB resources to engage the CEPAS team and make any required profile additions or updates.

DATA CONVERSION

- The approach that will be utilized for data conversion is an agile approach to have the requirements of what is designed in Accela for Storage Tanks drive the final list of items for conversion from SID the legacy system. The goal is to minimize the number of data items converted from SID into Accela on a 1-for-1 basis. Certain items will require a full conversion such as facility, owner, tanks and their attributes however, other items may not have a 1-for-1 conversion and instead will have records created in Accela based off of reporting that will be performed out of the legacy system.

- Details regarding the facilities, owner information, tanks, and the attributes for the tanks will need to be converted into Accela from the legacy system.
- Records will need to be created in Accela to trigger future events such as renewals and inspections. The creation of these records will be based on information currently contained in SID.
- Items Requiring Detailed Data Conversion
    - Facilities
    - Owners
    - Tanks & Attributes

- Items Requiring Record Creation for Future Events
    - Tank Registration Expiration
    - Past Due Fees
    - Site Assessments
    - Compliance (Inspections) Expiration
    - LUST Notifications
    - Plan Reviews (In Progress)
    - Intent of Closure (In Progress)

- It is anticipated that approximately 41 tables, 350 fields and 1,600,000 records will be converted and loaded into the new system.

- Accela and BFS will work in collaboration to map and migrate historic data into Accela Automation.
- Execution of the conversion will not begin until backend AA configuration has been tested and approved by BFS.

- Historic data will be uploaded "As-is". This means if invalid, inaccurate, or incomplete data is provided, it will be loaded into the Accela Civic Platform "As-Is". The Agency is solely responsible for all data cleanup and cleanup must occur prior to beginning Release 5: Conversion Rules Completed for the Storage Tanks division.

- The conversion effort will occur a maximum of three (3) times.

26.

APPENDIX D: PROJECT RESOURCES AND ROLES

LARA RESOURCES

SOM must fill the appropriate roles with the appropriate personnel to work together with the Accela Project Team for these Services. LARA will make available additional resources as needed for the Services to be successful. LARA roles can be filled by the same person. In addition, LARA will provide all necessary technical resources to make appropriate modifications within any LARA systems needing to integrate with any Accela systems. These resources must be proficient in LARA coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. LARA roles are clarified as follows:

Product Owner

Responsibilities include:

- Communicating the vision of the product to the development team.
- Must also represent the Agency's interests through requirements and prioritization.
- The Product Owner is the single individual who has project knowledge and the authority to make decisions.
- Because the Product Owner has the most authority of the three primary roles, it's also the role with the most responsibility.
- Facilitates Release Planning & Retrospective

SOM Scrum Master

Responsibilities:

- Manages 1 sprint at a time
- Facilitates Sprint Planning, Review & Retrospective
- Finds and works to remove roadblocks
- Helps to motivate the team and keep them excited
- Protects team from outside distractions
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized and up to date
- Drives the cross-functional team at all levels
- Drives the execution of sprint items
- Responsible for throughput (team velocity)

SOM Program Manager

Responsibilities:

- Manages overall program schedule
- Drives multiple releases/projects

Appendix C: Project Assumptions

- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment & mitigation
- Educates/Enforces agreed upon processes & methodology rules
- Educates/Enforces roles and responsibilities

SOM Development Team

The Development Team is responsible for delivering the product at the end of each Sprint (the Sprint Goal). A Team is made up of individuals with cross-functional skills who do the actual work (analyze, design, develop, test, technical communication, document, etc.).

ACCELA RESOURCES

Accela will assign key Professional Services resources for this engagement. Accela will ensure these individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Accela's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key LARA resources assigned to the effort. If the project team requires support to solve product-related issues, Accela will leverage other resources on an as needed basis to support the assigned project team. Accela also assumes that an overall LARA implementation lead will be assigned under a separate Statement of Work, which will define the role and allocation of the implementation lead relative to the BFS project

Program or Project Manager / Scrum Master

- Program Management responsibilities
- Manages planning process
- Manages overall program schedule
- Drives multiple releases/projects
- Facilitates Release Planning & Retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment & mitigation
- The Role is a peer to the Product Manager and the Engineering Manager on the release/project
- Educates/Enforces agreed upon processes & methodology rules
- Educates/Enforces roles and responsibilities

Scrum Master Responsibilities:

Appendix C: Project Assumptions

- Facilitates Sprint Planning, Review & Retrospective
- Finds and works to remove roadblocks
- Helps to motivate the team and keep them excited
- Protects team from outside distractions
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized and up to date
- Drives the cross-functional team at all levels
- Drives the execution of sprint items
- Responsible for throughput (team velocity)

Development Team

The Development Team is responsible for delivering the product at the end of each Sprint (the Sprint Goal). A Team is made up of individuals with cross-functional skills who do the actual work (analyze, design, develop, test, technical communication, document, etc.).

Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 5
to
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Accela Inc.	Julian Munoz	jmunoz@accela.com
2633 Camino Ramon, Suite 120	**PHONE**	**VENDOR TAX ID # (LAST FOUR DIGITS ONLY)**
San Ramon, CA 94583	(925) 659-3247	-7678

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Tim Gajda	(517) 284-5345	gajdat@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: LARA Construction Codes Software			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2, one year	December 26, 2019
PAYMENT TERMS	**F.O.B.**	**SHIPPED TO**	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	**EXERCISE CONTRACT OPTION YEAR(S)**	**EXTENSION BEYOND CONTRACT OPTION YEARS**	**LENGTH OF EXTENSION/OPTION**	**EXPIRATION DATE AFTER CHANGE**
☒ No ☐ Yes	☐	☐		
CURRENT VALUE	**VALUE/COST OF CHANGE NOTICE**	**ESTIMATED REVISED AGGREGATE CONTRACT VALUE**		
$11,662,640.74	$35,169.00	$11,697,809.74		

DESCRIPTION:
Effective June 4, 2015, this contract is amended to add $35,169 and the services in the attached Statement of Work to split the LARA instance of Accela Automation into two separate environments to transition the Motor Carrier Division from LARA to MSP in response to executive order. The BCC reserve bank of hours balance remains at $128,488.10. Accela agrees that the State Police are permissive users under the Agreement and the State Police agrees to be bound by all terms and conditions of the Contract, as previously amended, unless specifically modified herein. The Parties agree and confirm the transfer of the Motor

Appendix C: Project Assumptions

Carriers module with twenty (20) Subscription End Users by State Police. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.

Technology, Management & Budget

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: LARA Accela – Separate the MCD and BCC software instances	Period of Coverage: 5/25/2015-6/30/2015
Requesting Department: LARA – Bureau of Construction Codes and MSP Motor Carrier Division	Date: 6/30/2015
Agency Project Manager: Allen Drouare	Phone: 517-243-9386
DTMB Contract Compliance Inspector: Tim Gajda	Phone: 517-284-5345

BACKGROUND

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notice 1 ("Base Contract") will remain in effect unless modified by this Statement of Work (SOW).

Change Notice 1 changed the original LARA Bureau of Construction Codes (BCC) from a State-hosted platform to a vendor-hosted platform. Change Notice 2 allowed another agency to leverage the contract and does not affect LARA. Change Notice 3 initiated projects for three other LARA bureaus, namely MPSC-Motor Carrier Division, Bureau of Fire Services, and Bureau of Health Care Services. Change Notice 4 provided additional scripting and reporting services for BCC and a separate Statement of Work to integrate the plan review function for 3 bureaus.

The Base Contract called for the MPSC Motor Carrier Division (MCD) to be implemented in the same configuration as BCC. MCD has become part of the Michigan State Police and they need to be broken out from BCC and hosted on a separate Accela instance.

PROJECT OBJECTIVE

The objective of this project is to split the current hosted account "Michigan", into two separate hosted instances of the Accela platform for LARA and MCD.

SCOPE OF WORK

MCD

Create a new instance for the Michigan State Police (MSP) and move the MCD module and configuration from the Accela agency named "Michigan" into this new instance which will be named "MSP".

Regression test the moved instance.

LARA

Create a new instance for Licensing and Regulatory Affairs (LARA) and replicate the current configuration and data from the agency named "Michigan" into this new instance which will be named "LARA".

Disable/remove the MCD functionality. Regression test the new instance.

REQUIREMENTS

The services performed for this Statement of Work must meet the following requirements:

- Two new Accela Automation instances are to be created. One for Michigan State Police (MSP) and one for Licensing and Regulatory Affairs (LARA).

Appendix C: Project Assumptions

- The new instances shall retain all existing functionality and work in progress, including but not limited to record types, screens, workflows, scripts, reports, etc. for existing projects.
- MSP instance to be named "MSP".
- LARA instance to be named "LARA".
- Upon delivery, MSP instance shall retain the Motor Carrier Division (MCD) functionality currently installed in the Michigan instance.
- The new LARA instance shall retain the functionality currently installed in the existing Michigan configuration as needed to support the development in progress for LARA.
- The new instances shall meet all other requirements established in the base contract and applicable change notices.

DELIVERABLES

MSP Agency Instance

- Installed and configured at hosted Accela location
- MCD Module and all MCD configuration components moved from "Michigan" agency instance to "MSP" agency instance, regression testing

LARA Agency Instance

- Installed and configured at hosted Accela location
- "Michigan" agency instance replicated to LARA instance. All LARA/BCC configuration components moved from "Michigan" agency instance to "LARA" agency instance
- MCD components removed
- Regression testing, Michigan agency removed

ASSUMPTIONS:

- Cutover to new platforms should be done at the same time for each agency.
- Regression testing will be limited to scripts, reports and other configuration items related to a change in Agency Name.

PROJECT PLAN (assumes June 19, 2015 start date):

Task Name	**Start Date**	**End Date**	**Duration (days)**
Create new MSP Instance of AA	6/19/15	6/19/15	.5
Create new LARA Instance of AA	6/19/15	6/19/15	.5
Copy existing Michigan configuration to LARA	6/22/15	6/22/15	1
Copy existing Michigan configuration to MSP	6/22/15	6/22/15	1
Remove MCD functionality from LARA	6/23/15	6/23/15	1
Remove BCC functionality from MSP	6/23/15	6/24/15	2
Regression testing for LARA and MSP	6/24/15	6/26/15	3
Adjust agency name for all MSP Reports	6/23/15	6/23/15	.25
Adjust agency name for all Lara Reports	6/23/15	6/26/15	4
Cut over to new LARA and MSP instances	6/26/15	6/26/15	0

ACCEPTANCE:

- LARA project team to verify that reports, scripts and configuration items are operational.
- MSP project team to verify the reports, scripts and configuration items are operational.
- Any defects not caught during regression testing or acceptance testing will become UAT defects to be corrected for the respective project.

Appendix C: Project Assumptions

PROJECT CONTROL AND REPORTS:

Accela will manage in accordance with the current project controls.

SPECIFIC DEPARTMENT STANDARDS

Not applicable.

PAYMENT SCHEDULE

This is a firm fixed price agreement and payment will be made upon the satisfactory acceptance of each milestone or deliverable. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices must include the purchase order number and should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

The fixed price for these services shall be **$35,169,** and will be provided in a single deliverable. All costs related to creating these split instances are included in this Statement of Work. Upon completion of regression testing for both environments and acceptance by the State, Accela will invoice for the fees in this SOW.

Deliverable 1:	Set up and cutover to LARA and MSP Instances of Accela Automation	$35,169.00

TRAVEL AND EXPENSES

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

PROJECT CONTACTS

Per the contract.

STATE RESPONSIBILITIES AND ASSUMPTIONS

SOM will provide resources to assist in regression testing.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED

Work will be performed remotely.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS

Per the contract.

PROPOSED PROJECT SCHEDULE:

Accela will schedule the current data to be moved to the new instances within 7 business days of a fully executed change Notice. Once data has been moved to new instance Regression testing will follow. Regression testing will complete within 10 business days of the data move being completed.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 4
to
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583	Julian Munoz	jmunoz@accela.com
	TELEPHONE	**CONTRACTOR #, MAIL CODE**
	(925) 659-3247	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tim Gajda	517-284-5345	gajdat@michigan.gov
BUYER	DTMB	Jarrod Barron	517-284-7045	barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: **LARA – Construction Codes Software**			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2, one year	December 26, 2019
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			**AVAILABLE TO MiDEAL PARTICIPANTS**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	**EXERCISE CONTRACT OPTION YEAR(S)**	**EXTENSION BEYOND CONTRACT OPTION YEARS**	**LENGTH OF OPTION/EXTENSION**	**EXPIRATION DATE AFTER CHANGE**
☒ No ☐ Yes	☐	☐		
VALUE/COST OF CHANGE NOTICE:		**ESTIMATED REVISED AGGREGATE CONTRACT VALUE:**		
$89,830.00		$11,662,640.74		

Effective April 9, 2015, this contract is amended to:

1. Add $89,830 and the services in the attached Statement of Work and project plan for the Department of Licensing and Regulatory Affairs Bureau of Health Care Services (BHCS) Facilities Engineering Section (FES).
2. Add the services in the attached Statement of Work and project plan for the Department of Licensing and Regulatory Affairs Bureau of Construction Codes (BCC) utilizing $92,130 of existing reserve funding.

Accordingly, this contract is INCREASED by $89,830 and the remaining BCC reserve bank of hours balance is now $128,488.10. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement

and DTMB Procurement approval.

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: LARA – Plan Submission and Review	**Period of Coverage:**
Requesting Department: LARA – Bureau of Health Care Services, Bureau of Construction Codes, and Bureau of Fire Services	**Date:** TBD, 2015
Agency Project Manager: Shelly Edgerton	**Phone:** (517) 241-4805
DTMB Contract Compliance Inspector: Tim Gajda	**Phone:** (517) 284-5345

HFES SOW V15

BACKGROUND:

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement as modified by Change Notice 1 (taken together, "Base Contract") will remain in effect unless modified by this Statement of Work.

The agreement herein requests changes to the original configuration of the software that is currently being installed for LARA Bureau of Construction Codes (BCC). This change will add the capability for the LARA Bureau of Health Care Services (BHCS), Health Facilities Engineering Section (HFES) and Bureau of Fire Services (BFS) to automate Plan Review functions. It is envisioned that there will be only one "Plan Submission" function on the Accela Citizen Access portal that will receive plans for all of these business areas. There is a separate SOW submitted for the Bureau of Fire Services (BFS) that includes integration with BCC and HFES.

This Statement of Work (SOW) replaces the HFES SOW included with Change Notice 3, to accommodate three requests from SOM:

- Replace Adobe with e-PlanCheck as the plan review tool used with Accela Electronic Document Review (EDR) for BCC, HFES and BFS
- Provide the capability to use e-PlanCheck software in a standalone version
- Provide the capability to use e-PlanCheck as a hosted, integrated Accela solution when available with HFES, BCC and BFS.

When the software is available, the integrated version will be deployed for use with licensed professionals through the Accela Citizen Access portal and by State employees from the Accela Automation platform. This version of the software is scheduled for availability late February 2015.

Appendix C: Project Assumptions

PROJECT OBJECTIVE:

Accela will analyze and extend the Accela Automation implementation for BCC and add record types, configure plan types, add scripts and any other necessary configuration required to expand the Accela EDR plan review functionality to HFES and BFS. The solution should enable the following functions for all three divisions.

1. Submission / Portal
   a. Submit plan documents
   b. Notification of new documents
   c. Submitter access to comments and marked up plans when review is completed
2. Plan Review
   a. Define and manage the workflow
   b. Standard Accela EDR using e-PlanCheck markup functionality
   c. Provide Accela Automation standard plan review, comments, and tracking functionality
3. Document Retention

The implementation is anticipated to involve a 3-6 month project duration that will include integration of the e-PlanCheck software with the Accela platform as configured for BCC. See Scope of Work section for further details on the functionality. Appendix A: provides the Project Assumptions used to qualify this Statement of Work and Appendix B: describes the Accela and SOM Project Resources.

SCOPE OF WORK, DELIVERABLES AND ACCEPTANCE CRITERIA

Accela will provide the following deliverables and implementation services. Deliverables will not be considered complete until the Agency Scrum Product Owner and Agency Project Manager have formally accepted them.

AGILE SCRUM METHODOLOGY

This SOW will be implemented using an Agile Scrum methodology. Accela will provide a dedicated Certified Scrum Master who will lead the development for the duration of the project. It is understood that this role might not require 40 hours per week of effort. HFES will dedicate one Certified Scrum Product Owner per sprint and at least one Certified Scrum Master to assist Accela's Scrum Master for the duration of the project. Planning sessions will be held for each respective Release and Sprint. The intent is for the Scrum team to follow the Release Schedule as set by this document. However, during these Release and Sprint planning sessions, the State's Scrum Product Owner may re-order deliverables and re-prioritize product features with the assistance and approval of the Accela Scrum Master. If mutually agreed to by all parties, the Scrum team may add functionality, at no cost, in trade for removing functionality that requires equal effort.

Following the conventions of Agile Scrum, as the functionality for each sprint is designed, built, and tested by the scrum team, and accepted by HFES, that functionality will be considered to be done. If defects are found that are not addressed during the sprint, they will be prioritized, along with other backlog tasks, and repaired in later sprints, but any requested changes to previously accepted functionality may impact future functionality, or require a change order
to complete the request.

PROPOSED RELEASE PLAN & DELIVERABLES

The proposed release plan, will be reviewed and confirmed during Release 1 Project Planning and Initiation. Deliverables for this project consist of the product release schedule below:

- Standalone e-PlanCheck
- Release 1: Project Planning and Initiation
- Release 2: e-PlanCheck Integrated with Accela Automation
- Release 3: Go-Live (HFES, BCC, BFS)

Appendix C: Project Assumptions

For each Release, a description is provided as well as criteria for acceptance of the release and any related deliverables.

Standalone e-PlanCheck

Activities	Accela Deliverables
e-PlanCheck hosting set up	10 e-PlanCheck application user ids, licenses, hosted e-PlanCheck application
e-PlanCheck training	Two days On-site and 8 hours of remote training
e-PlanCheck configuration and setup	Project management and e-PlanSoft Services to configure standalone e-PlanCheck installation

Assumptions:

- The standalone version will not integrate with the Accela EDR or ACA modules.
- Training will be provided for the e-PlanCheck standalone software during this release. Since e-PlanCheck will not yet be integrated with the Accela software until Release 2, training on the integrated software will occur when the integration is deployed.
- Not all e-PlanCheck data elements collected for plan documents have a corresponding element in Accela. During analysis and mapping in Release 2, the e-PlanCheck data required by the Accela EDR workflow will be mapped.
- License fees for e-PlanCheck will be for individual users and can be added as needed. 10 users will be provided initially and license costs will be transferable to the integrated system. It is expected that BFS and BCC will each have one license and attend training.
- Hosting costs are one time.

Acceptance Criteria (Definition of Done):

SOM users are able to login to the hosted e-PlanCheck application and have received on-site and remote training to enable them to use e-PlanCheck to review, annotate and approve plans.

RELEASE 1: PROJECT PLANNING AND INITIATION

The Project Planning and Initiation process will follow the guidelines of the Agile Scrum development methodology.

Scrum Team Responsibilities	Accela Deliverables
Develop Project Charter and finalize Scrum Team approach	Project Charter Document • Vision • Product Roadmap • Release Plan • Project Organization and Responsibilities • Initial Training Plan • Project Control (see Motor Carrier Division Project Charter for example)
Develop project infrastructure	Scrum Team access to project repository and tools
Discovery, analysis and estimating to develop product backlog, user stories and validate SOW cost estimate.	Product Backlog with prioritization and point assignment updated in tracking tool and ability to produce sprint backlog and product increment. Validated cost estimates or change order depending on outcomes of discovery, analysis and estimating.

Assumptions:

- Training will be provided in each Release as defined in the training plan which will be updated with each release.
- Plan Review requirements for BCC and BFS will be reviewed by the scrum team while developing the HFES product backlog.
- The point assignment for the Product Backlog defined in Release 1 will provide the baseline for project scope. Feature addition, replacement and prioritization will be based on relative point value when determining if a scope issue requires a change order.

Acceptance Criteria (Definition of Done):

The development team is aligned on the product roadmap and understands the work to be completed in the product backlog according to the Release schedule. Each team member knows what training they will need to complete their activities for this project.

Appendix C: Project Assumptions

Release 2: e-PlanCheck Integrated with Accela automation

Sprint planning for Release 2 will use the product backlog established in Release 1. User stories will be further elaborated for the main business processes (e.g. submission, plan review). The scrum team will attempt to optimize the processes as they are mapped to the Accela Automation Workflow configuration. The team will look at the process for HFES, BCC and BFS to determine what parts of the user interface, workflow and underlying data structure can be shared versus requiring a unique configuration or customization.

Scrum Team Responsibilities	Accela Deliverables
Release and Sprint Planning	Product backlog assigned to sprints, updated schedule
Configuration Design & Build: • Training • Review and mapping of e-PlanCheck to Accela EDR data fields and workflows • Review, design and build Accela configuration from user stories • Script Development • Report Development • Unit testing	Accela Automation configured in Development environment, with required user roles/groups, workflow, fees, scripts, reports and plan review data Updated Training Plan
Configure/integrate CEPAS interface	ACA interface integrated with CEPAS for payments
Develop conversion scripts to move plan documents and meta-data generated in Release 2	Migrated plan documents

Assumptions:

- Two (2) business process types are in scope for this project:
  - Document Review Application (provider document submission)
  - Document Review Amendment (reviewed and modified document submission)
- There will be a governance process in place to handle any decisions required to resolve issues that arise between bureaus while trying to develop a common process and data structures.
- The EDR function of Accela Automation will be used to manage the workflow process for plan review. During Release 1 the scrum team will define how e-PlanCheck data elements are mapped to Accela Automation.
- Data captured in AA for HFES, BFS and BCC plan documents is limited to meta-data about the document itself and its status. Mapping or extracting Information contained within the plan document is not part of the Accela EDR automation.
- The scrum team may identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) script development. Once the user stories are fully developed and the Accela configuration to support them designed, the scrum team will identify any custom scripts required. According to the Scrum Management process, new additional scripts of equal point value can be added as long as the overall points in the backlog do not exceed the baseline. Scripts can also be removed from the backlog to accommodate adding reports with greater business priority. See Scripts in Appendix A for further details.
- Accela will estimate the effort for report design and development as part of Release 1. Once the user stories are fully developed and the Accela configuration to support them designed, the scrum team will confirm the points estimate to complete the reports. According to the Scrum Management process, new additional reports of equal point value can be added as long as the overall points in the backlog do not exceed the baseline. Reports can also be removed from the backlog to accommodate adding reports with greater business priority. See Reports in Appendix A for further details.

Acceptance Criteria (Definition of Done):

Solution is available in the Accela Test environment and incorporates full functionality to enable an ACA (public) user to submit or review submitted and reviewed plan documents. SOM reviewers will be able to electronically review and mark up plan documents using e-PlanCheck software, and manage the plan review process including approvals and issuance from the EDR function of AA.

Appendix C: Project Assumptions

Release 3: Go Live

Scrum Team Responsibilities	Accela Deliverables
Support development and delivery of user training materials, communications	User Training plan and training materials
Support development of test scripts and user acceptance criteria	User Acceptance Test Plan
Support development of operations support process and documentation	Updated operations support documentation
Support Go Live deployment	EDR and e-PlanCheck deployed in production environment with AA and ACA access.

Assumptions:

- Accela System administration and production operations support will be a centralized LARA function
- In order to share subscription costs, HFES and BFS, will go live in the same "Accela hosted agency" as BCC. The BCC Go Live is a dependency for HFES and BFS to Go Live.
- User training on Accela Automation will be a combination of hands-on during scrum sessions and classroom training as defined during Release 1. For Go Live Accela will support SOM with development of training materials for ACA users in addition to development of communications to support training initiatives.
- Accela is responsible for unit testing the configuration updates to the platform required for electronic plan review
- Scrum team will work together to develop User Acceptance Test Scripts working from Accela provided templates and samples. SOM will conduct User Acceptance Testing.

Acceptance Criteria (Definition of Done):

Solution is available in the Accela Production environment and incorporates full functionality to enable an ACA user to submit or review submitted and reviewed plan documents. SOM reviewers will be able to electronically review and mark up plan documents using e-PlanCheck software, and manage the plan review process including approvals and issuance from the EDR function of AA.

PROJECT CONTROL AND REPORTS:

The reporting for this project must follow the requirements of the Base Contract and will be tailored during the Release 1: Project Initiation for this project's activities.

SPECIFIC DEPARTMENT STANDARDS:

No additional standards are identified.

PAYMENT SCHEDULE:

This is a firm fixed price agreement and payment will be made upon the satisfactory acceptance of each milestone or deliverable per the Base Contract. Contractor may invoice the State no more often than monthly.

The following table provides the costs for the e-PlanCheck standalone segment of the project.

Deliverable	Description	Cost
e-PlanCheck standalone	Configuration, installation and training	$10,730.00
e-PlanCheck Hosting	Hosting Platform and support for year 1	$8,573.00
Total		**$19,303.00**

The table below shows the reallocation of the Change Notice 3 HFES SOW's fixed price costs to reflect the change from a waterfall to an agile deployment methodology. This is a neutral-dollar reallocation.

Deliverable	Description and Prior SOW (CN3 HFES) Deliverable(s)	Cost
Release 1: Project Initiation	Planning and setup – includes deliverables 1,2,9,10,11 from prior SOW	$36,355.98
Release 2: e-PlanCheck integrated	EDR design and build – includes deliverables 3-8, 12 from prior SOW	$97,113.57
Release 3: Go Live	Training, UAT, Readiness – includes deliverables 13-16 from prior SOW	$30,025.45

Appendix C: Project Assumptions

Total		**$163,495.00**

Lastly, the e-PlanCheck Subscription fees will be based on the number of individual users. This project will start with 10 users initially (8 for HFES, 1 for BCC and 1 for BFS). The per user subscription fee is $948 per year for year 1, and will be increased to $1,188 per user after the first year. The following pricing schedule identifies the ePlanCheck software license prices and estimated proration of license fees through the end of the Base Contract term.

ePlanCheck License Fees	**2015 First Year Pro-rated**		**2016**	**2017**
Number of Users	**10**	**13**	**23**	**23**
License Period	1/26/2015 – 12/26/2015 (11 months)	6/26/2015 -12/26/2015 (7 months)	12/27/2015 -12/26/2016 (12 months)	12/27/2016 -12/26/2017 (12 months)
Annual per seat price	$948	$948	$1,188	$1,188
Prorated per seat price	$869	$553	$1,188	$1,188
License Cost	$8,690.00	$7,189.00	$27,324.00	$27,324.00

EXPENSES:

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

PROPOSED PROJECT SCHEDULE (May be modified during project initiation):

Task Name	Start	Finish
LARA - Plan Submission and Review	**Wed 4/1/15**	**Fri 7/24/15**
Standalone e-PlanCheck	**Wed 4/1/15**	**Tue 4/21/15**
e-PlanCheck hosting setup, configuration, training	Wed 4/1/15	Tue 4/21/15
Release 1: Project Planning and Initiation	**Mon 4/13/15**	**Fri 5/1/15**
Sprint 1: Project Charter, Product Backlog, Sprint Planning	Mon 4/13/15	Fri 5/1/15
Release 2: e-PlanCheck Integrated with AA	**Mon 5/4/15**	**Fri 6/26/15**
Sprint 2: Release and sprint planning	Mon 5/4/15	Fri 5/15/15
Sprint 3: Plan submission, ACA, payments	Mon 5/18/15	Fri 5/29/15
Sprint 4: EDR workflow, AA, ePlanCheck	Mon 6/1/15	Fri 6/12/15
Sprint 6: Integrated Testing	Mon 6/15/15	Fri 6/26/15
Release 3: Go Live	**Mon 6/29/15**	**Fri 7/24/15**
Sprint 7: User Training, UAT	Mon 6/29/15	Fri 7/10/15
Sprint 8: Production Support	Mon 7/13/15	Fri 7/24/15

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name:	Shelly Edgerton
Department:	LARA – Executive Office
Area:	Engineering
Building/Floor	Ottawa 4th Floor
Address:	611 Ottawa
City/State/Zip:	Lansing, MI 48909

Phone Number	517-241-4805
Email Address	EdgertonS1@michigan.gov

The designated DTMB Project Manager is:

Name:	Allen Drouare
Department:	DTMB – Enterprise PMO
Area:	Supporting LARA
Building/Floor	Phoenix / 3rd Floor
Address:	222 N. Washington Square
City/State/Zip:	Lansing, MI 48933
Phone Number	517-243-9386
Email Address	DrouareA@Michigan.gov

The DTMB Contract Administrator for this project is:

Name:	Jarrod Barron
Department:	DTMB – Procurement
Area:	IT Division
Building/Floor	Constitution Hall / 1st Floor
Address:	525 West Allegan Street
City/State/Zip:	Lansing, MI 48909
Phone Number	517-284-7045
Email Address	Barronj1@Michigan.gov

Appendix C: Project Assumptions

Appendix A: Project Assumptions

Changes in the following assumptions could affect schedule and cost. Assumptions from the CN3 SOW for HFES that were associated with specific deliverables now consolidated with the Agile approach, are referenced by the original deliverable number.

Accela Document Review

- Accela will leverage functionality provided out of the box by e-PlanCheck and provide training and instruction on that tool in a standalone mode. Once trained, the Agency will be responsible for creating any e-PlanCheck configurations that will be used in conjunction with Accela EDR once moved to the integrated platform. *(replaces assumptions for original deliverables 11 & 12)*
- Accela will implement the Accela Automation subscription service in accordance with the terms of the subscription agreement. The implementation will be based upon the feature set available in Accela Automation version 7.3.
- New features deployed by Accela in the subscription service during the project will be left turned off. If there is minimal impact to the project or project timeline every effort will be made to incorporate the new features.
- For use with Accela Citizen Access, SOM will provide all related hardware, software and documentation required to interface with a merchant account provider through the SOM CEPAS payment service.

Scope and Timeline

- Health Facilities Engineering Section (HFES) and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- Deliverables not specifically described in this document are the responsibility of the Health Facilities Engineering Section (HFES).
- "Go live" (system is in production) timeline assumes timely completion of Health Facilities Engineering Section (HFES) scrum assigned tasks, availability of key Health Facilities Engineering Section (HFES) resources, and collaboration and availability of any third-party vendor resources.
- Product Backlog and release and sprint planning will be agreed to by the SOM Scrum Product Owner and Accela scrum master.
- . Accela will provide licenses to the state team members for this tool. Should any roadblocks arise, Accela and Health Facilities Engineering Section (HFES) will escalate according to the escalation plan in the Project Charter.
- Deliverables will be documented in Accela based templates using the Accela methodology. Sample templates are available to Health Facilities Engineering Section (HFES) upon request however the templates do not represent completed deliverables, they are just examples.
- Project management and oversight is included in the cost estimation for each release.

Training *(original Deliverable 13)*

- The Training strategy uses a "Train-the-Trainer" approach whenever possible in order to ensure maximum efficiency for the training provided. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time. BCC and BFS will have representatives at training sessions, however, the goal is to have HFES to be trained as the LARA "trainer" for e-PlanCheck and Accela EDR as configured for SOM.
- The Scrum team will create a Training Plan during the Initiation of the project. The Training Plan will identify Training will be a combination of "hands on" and standard Accela coursework as determined by the scrum team. Standard courses normally provided include:
    - Accela Automation Administration
    - Accela Automation User
    - Citizen Access Administration
    - Electronic Document Review Administration and User
- Accela will provide training for LARA staff on the administration, maintenance, and augmentation of its Accela Automation configuration. This training will be tailored to the specific components configured for electronic plan review and will require as background taking the Accela Automation Administrator Training Course (three days). It is assumed that there will be a shared service and resources established by LARA and or DTMB to assist HFES, BCC and BFS with maintenance and any future development of reports or custom scripting.
- All on-site Accela-led training will be conducted at Health Facilities Engineering Section (HFES) facilities unless the training is one day or less in which case it may be conducted via webex. Health Facilities Engineering Section (HFES) will provide adequate training rooms/space with sufficient computing capability and network access as needed.

Appendix C: Project Assumptions

- Health Facilities Engineering Section (HFES) project team will provide the necessary staff resources to complete training needs analysis and assist with training planning. Health Facilities Engineering Section (HFES) is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Accela is not responsible for making alternative arrangements for missed training.
- Health Facilities Engineering Section (HFES) will be responsible for all end user training including training logistics, training scheduling, and the printing of training materials. Health Facilities Engineering Section (HFES) will confirm the total number of training rooms needed for the project duration after Health Facilities Engineering Section (HFES) approval of the draft training strategy.
- Health Facilities Engineering Section (HFES) users will have basic computer skills. Accela is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills include:
  - End users – proficient in Windows environment and Internet environment, as well as working knowledge of Health Facilities Engineering Section (HFES) business processes and functions.
- Health Facilities Engineering Section (HFES) may request "make-up" or remedial training sessions for initial training provided during system deployment, via the Change Order process for estimated staff hours per session at the specified hourly rate for each training category.
- Workshops and training may be shared with other State of Michigan projects as long as the number of students does not exceed the max specified

Testing *(original Deliverable 14: User Acceptance Testing)*

- Accela is responsible for testing the initial configuration of system
- Health Facilities Engineering Section (HFES) is responsible for writing User Acceptance Test Scripts. Accela will provide templates and samples so that Health Facilities Engineering Section (HFES) does not have to start from scratch.
- Health Facilities Engineering Section (HFES) staff are responsible for User Acceptance Test and System Integration Testing
- Accela will provide 1 Resource Onsite for 16 hours during UAT for the purpose of training support, oversight, answering questions and addressing issues discovered in User Acceptance Testing.

Go Live and Go Live Support *(Original Deliverable 15: Production Support)*

- Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela and the Agency at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in system validation, staff preparation assistance and training, and coordination of deployment.
- In terms of specific output, the following will be executed for this deliverable:
  - Two (2) days of Deployment support prior to moving to Production
  - Accela Automation used in Production environment for Agency daily use
- In order to share subscription costs, the Health Facilities Engineering Section (HFES) will go live in the same "Accela hosted agency" as BCC. The BCC Go Live is a dependency for Health Facilities Engineering Section (HFES) to Go Live.

Scripting *(Original Deliverable 6)*

- The Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria for this deliverable will follow the guidelines as set forth in Section 1.104 Deliverable 5 of the original agreement except as clarified below:
  - Provide 32 hours of Scripting Assistance.
- The HFES SOW for CN3 also assumed by reference to Deliverable 5 of the original contract, that SOM would develop the remainder of the scripts. Based on the points allocated to scripting in Release 1, the product scrum master and Accela will determine if the scripting work can be completed entirely by Accela within the product backlog point total agreed to in Release 1 or if work will still need to be assigned to SOM

Reports *(Original Deliverables 7&8)*

- The definition and process of creating reports is defined in the Base Contract. The Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria for this deliverable will follow the guidelines as set forth in Section 1.104 Deliverable 14 of the original agreement except as clarified below:
  - Accela will develop up to five (5) documents/letters/reports from those identified by the Agency as required for the new system, and will develop reports based on the following breakdown:

Appendix C: Project Assumptions

  - Three (3) of Medium Complexity
  - Two (2) of Low Complexity
- During Release 1, the Scrum Team will develop a report list, and a mutually agreed upon number of report designs and update the product backlog with the reports required.
- The HFES SOW for CN3 also assumed by reference to Deliverable 14 of the original contract, that SOM would develop the remainder of the reports. Based on the points allocated to reports, the product scrum master and Accela will determine if the reporting work can be completed entirely by Accela within the product backlog point total agreed to in Release 1.

ACA- Accela Citizen access configuration *(Original Deliverable 9)*

- During analysis and configuration sprints, the scrum will develop user stories for the public access of the platform via Accela Citizen Access for Plan Submission, Certificate printing, and Status Tracking. The user stories will include payment options and Accela will setup and configure pass through to SOM's merchant account test system.

AA User Interface *(Original Deliverable 10)*

- During analysis and configuration sprints, the scrum will fine-tune the system's User Interface ("look and feel"), usability, and security. Accela will develop the user stories for the HFES staff interaction with AA to identify and configure the required fields, field order, and field names for each of the AA portlets required. Accela will also work with HFES users to define the default lists and configuration for the following AA components related to the HFES user experience.

Change Control

- During Release 1, the State's Certified Product Owner and Certified Scrum Master(s) will work with the Accela Certified Scrum Master to design the project artifacts and define project reporting responsibilities. The acceptance criteria for each Release and Sprint will also be defined and agreed to. Lastly, the product backlog will be agreed to and scored. The points assigned will be used by the Scrum Product manager to manage scope so that functionality can be added or removed as long as the total points are not exceeded.
- "Go live" (system is in production) timeline assumes timely completion of Health Facilities Engineering Section (HFES) deliverables (including finalization of requirements / use cases / product catalog), availability of key Health Facilities Engineering Section (HFES) resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Health Facilities Engineering Section (HFES) deliverables may adversely impact overall implementation timeline.

BCC & BFS analysis and configuration

- HFES and BFS will leverage the Accela Automation platform already set up for BCC. The fixed price for this SOW was developed for the HFES business process – this SOW assumes the BFS and BCC projects will cover whatever unique analysis and configuration is required for their respective projects.

Interfaces

- CEPAS: ACA will redirect users to CEPAS for credit card and echeck payments. It is assumed that this will be already available through the ACA instance set up for BCC. However, it may be necessary to configure an additional CEPAS profile for HFES and update the MAIN reconciliation file. Accela will support SOM but will be dependent upon HFES, BCC, BFS and DTMB resources to engage the CEPAS team and make any required profile additions or updates.
- e-PlanCheck: Users registered for the Release 2 e-PlanCheck standalone platform will have to re-register for ACA when moving to the integrated version, i.e., their user ids and passwords will NOT carry over.

Data Conversion

- Approved plan documents completed for HFES in Release 2 on the standalone platform will be manually moved to the integrated platform when it goes live. There will be no other historical conversion of plan documents or plan review information for HFES.
- Licensed Professionals and other public users will register online through ACA. There will be no conversion of any user information for HFES and BFS.
- There will be no conversion of existing plans or plan review information for BFS.
- BCC has data related to plan reviews and licensed professionals from their legacy systems that is included in their data conversion plans, no conversion activity for BCC is in scope for this project.

Appendix C: Project Assumptions

APPENDIX B: Project Resources and Roles

LARA Resources

SOM must fill the appropriate roles with the appropriate personnel to work together with the Accela Project Team for these Services. LARA will make available additional resources as needed for the Services to be successful. LARA roles can be filled by the same person. In addition, LARA will provide all necessary technical resources to make appropriate modifications within any LARA systems needing to integrate with any Accela systems. These resources must be proficient in LARA coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. LARA roles are clarified as follows:

Product Owner

- Responsibilities include:
- Communicating the vision of the product to the development team.
- Must also represent the Agency’s interests through requirements and prioritization.
- The Product Owner is the single individual who has project knowledge and the authority to make decisions.
- Because the Product Owner has the most authority of the three primary roles, it’s also the role with the most responsibility.

Assistant Program or Project Manager / Scrum Master

Program Management responsibilities:

- Manages planning process
- Manages overall program schedule
- Drives multiple releases/projects
- Facilitates Release Planning & Retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment & mitigation
- The Role is a peer to the Product Manager and the Engineering Manager on the release/project
- Educates/Enforces agreed upon processes & methodology rules
- Educates/Enforces roles and responsibilities

Scrum Master Responsibilities:

- Manages 1 sprint at a time
- Facilitates Sprint Planning, Review & Retrospective
- Finds and works to remove roadblocks
- Helps to motivate the team and keep them excited
- Protects team from outside distractions
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized and up to date

- Drives the cross-functional team at all levels
- Drives the execution of sprint items
- Responsible for throughput (team velocity)

Development Team

The Development Team is responsible for delivering the product at the end of each Sprint (the Sprint Goal). A Team is made up of individuals with cross-functional skills who do the actual work (analyze, design, develop, test, technical communication, document, etc.).

Accela Resources

Accela will assign key Professional Services resources for this engagement. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Accela's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key LARA resources assigned to the effort.

Program or Project Manager / Scrum Master

- Program Management responsibilities
- Manages planning process
- Manages overall program schedule
- Drives multiple releases/projects
- Facilitates Release Planning & Retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment & mitigation
- The Role is a peer to the Product Manager and the Engineering Manager on the release/project
- Educates/Enforces agreed upon processes & methodology rules
- Educates/Enforces roles and responsibilities

Scrum Master Responsibilities:

- Manages 1 sprint at a time
- Facilitates Sprint Planning, Review & Retrospective
- Finds and works to remove roadblocks
- Helps to motivate the team and keep them excited
- Protects team from outside distractions
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized and up to date
- Drives the cross-functional team at all levels
- Drives the execution of sprint items
- Responsible for throughput (team velocity)

Appendix C: Project Assumptions

Appendix C: Project Assumptions

Development Team

The Development Team is responsible for delivering the product at the end of each Sprint (the Sprint Goal). A Team is made up of individuals with cross-functional skills who do the actual work (analyze, design, develop, test, technical communication, document, etc.).

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: LARA – Script and Report Development Assistance	Period of Coverage: 12/29/2014-9/30/2015
Requesting Department: LARA –Bureau of Construction Codes	Date: TBD, 2015
Agency Project Manager: David Viges	Phone: 517-241-9310
DTMB Contract Compliance Inspector: Tim Gajda	Phone: 517-284-5345

BCC SOW v4.6

BACKGROUND

Contract 071B3200042 between Accela, Inc. and the State of Michigan (SOM) provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notice 1 ("Base Contract") will remain in effect unless modified by this Statement of Work (SOW).

Change Notice 1 changed the original LARA Bureau of Construction Codes from a State-hosted platform to a vendor-hosted platform. Change Notice 2 allowed another agency to leverage the contact and does not affect LARA. Change Notice 3 initiated projects for three other LARA bureaus, namely MPSC-Motor Carrier Division, Bureau of Fire Services, and Bureau of Health Care Services.

The Base Contract called for SOM to be responsible for some of the script and report design and development defined in Deliverables 5 and 14. In order to mitigate the risk of the this work delaying the schedule, the parties are reassigning some of this work to Accela and providing additional hands-on training for SOM.

Project Objective

The objective of this project is to accelerate completion of the SOM assigned scripts and reports identified in Deliverables 5 and 14.

This Change Request authorizes use of the reserve bank of hours to accelerate development of specific EMSE scripts and Crystal reports that were not originally assigned to Accela in Deliverable 5 and Deliverable 14. Accela will also provide additional training for State of Michigan personnel as an apprenticeship to ensure State personnel will be self-sufficient with future script and report development or maintenance.

Scope of Work

The scope of this SOW is limited to the work identified for Deliverables 5 and 14 that was assigned to SOM in the Base Contract.

Scripts

The scripts to be completed by Accela are listed in the attached EMSE Script List. By way of this Change Notice, Scripts identified in the disposition column with "5" were in the original scope. Scripts with a disposition of "5B" are being assigned to Accela. The scripts labeled "SOM" are the responsibility of SOM.

Reports

The reports to be completed by Accela are listed in the attached Reports List. By way of this Change Notice, Reports identified in the disposition column with "14" were in the original scope. Reports with a disposition of "14B" are being assigned to Accela. The reports labeled "SOM" are the responsibility of SOM.

Deliverables

Deliverable 5B EMSE Scripting

- EMSE scripts (see attached list) with sufficient comments to support future maintenance

Appendix C: Project Assumptions

Acceptance Criteria

- Demonstrated operability of scripts in staging/test environment and verified as acceptable with unit testing.

Deliverable 14B Report Design/Development

- Report Development for reports in the attached list.
  - Phase 1 will have 6 medium level of effort reports.
  - Phase 2 will have 4 medium level of effort reports and 1 high level of effort report.
- ***Acceptance Criteria***
  - Demonstrated operability of reports in staging/test environment and verified as acceptable with unit testing.

Training and Support

- 40 hours "apprenticeship" training
  - Up to 2 days working with an SOM script developer on actual scripts
  - Up to 2 days working with an SOM report developer on actual reports
  - Remaining hours will be allocated to support, assisting SOM script writers and report developers as needed by SOM

Assumptions:

- The report list attached provides the definition of complexity for the remaining reports. High Complexity is defined as a report containing significant calculation and/or extensive detail and number of fields – for example a financial statistical report or complex permit. The majority of reports are Medium Complexity, which is defined as a report displaying non-calculated and minimal calculated data fields. Reports with Low Complexity are typically letters or notices that contain contact information and basic application data.

Project Control and Reports:

Accela will manage in accordance with the current project controls subject to the following changes:

- Accela will invoice for the additional scripts (5B) and reports (14B) as described in the section PAYMENT SCHEDULE once they are completely developed, tested and accepted by the State.
- Accela will withhold 10% of invoices pending approval of scripts and reports during User Acceptance Testing. Accela may invoice the 10% holdback after the State grants Final Acceptance to User Acceptance Testing for Phase 1 as defined in the Base Contract.

Specific Department Standards

Script and Report specifications will follow standards adopted by Deliverables 5 and 14 per the Base Contract.

Payment Schedule

Per the Base Contract, developer assistance is available at $185 per hour. Contractor will complete the work in 498 hours at a total firm fixed price of $92,130.00. The parties will utilize existing reserve bank funding for this SOW. After this project, the remaining reserve bank funding will be $ 128,488.10. Payment less the 10% holdback will be made upon completion and acceptance of the deliverables in this SOW.

Payments:

Scripting (Deliverable 5b)	$ 58,941.00
Reporting (Deliverable 14b – 6 reports in phase 1):	$ 7,992.00
Training and Support	$ 6,660.00
Reporting (Deliverable 14b – 5 reports in phase 2)	$ 9,324.00
Release of Retainage	$ 9,213.00

Travel and Expenses

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

Project Contacts

Per the contract.

State Responsibilities and Assumptions

SOM will provide resources to be trained for Scripting and Reporting.

Appendix C: Project Assumptions

Location of Where the Work is to be Performed

Work will be performed remotely except for the apprenticeship training, which will require one on-site visit.

Expected Contractor Work Hours and Conditions

Per the contract.

PROPOSED PROJECT SCHEDULE:

Accela will perform this work between March 15, 2015 and December 31, 2015. User Acceptance Testing time frames are per the Contract.

Appendix C: Project Assumptions

EMSE Script List

Script Number	Disposition	Title	Priority	Level of Effort
1	5	Create License	(1) High	Medium
2	5	Prevent manual creation of License record	(2) Normal	Medium
3	5	Disallow Issuance of License	(1) High	Medium
4	5	Batch Job to Expire Applications	(2) Normal	Medium
5	5	Batch job to expire applications	(2) Normal	Medium
7	5	About to Expire Batch Jobs	(1) High	Medium
8	5	Calculation of Late Fees	(1) High	High
9	5	Renewal Scripts	(1) High	Medium
12	5	Electrical Apprentice Expressions on License Numbers	(1) High	Medium
13	5	Expression to validate license to be amended on Amendments	(1) High	Medium
14	5	Expression to populate ASI fields on Address Amendment	(1) High	High
15	5	Address Amendment - modify license	(1) High	High
16	5	Expression to populate Name Change Amendment ASI fields	(1) High	High
17	5	Name Change Amendment - Modify License	(1) High	High
20	5	Populate the ASIT on the Change of Insurance Companies Amendment	(1) High	High
21	5	Insurance Company Amendment - modify license	(1) High	High
22	5	Insurance Company Amendment Fee Check	(1) High	Low
23	5	Related License Amendment - modify license	(1) High	High
25	5	Fee Assessment for Related License Amendment	(1) High	Medium
27	5	Terminate a license	(3) Low	Medium
28	5	Site Addition Amendment - modify license	(1) High	High
30	5	Site Addition Amendment fee	(1) High	High
31	5	License Number to be reissued validation	(2) Normal	Medium
32	5	Assess Electrical Contractor License Fee	(1) High	High
33	5	Expression to validate Master License Number	(1) High	Medium
35	5	Expressions to validate license number fields	(1) High	Medium
106	5	ACA Pageflow Building Application	(2) Normal	High
110	5	ACA Pageflow Boiler Application	(2) Normal	High
19	5b	Phone Number Amendment - modify license	(1) High	High
24	5b	Fee check for Related License Amendment	(2) Normal	Low
26	5b	Fee check - reprint amendment	(1) High	Low
29	5b	Site Addition Amendment fee check	(1) High	Low
34	5b	Electrical Facility Contractor license fee	(1) High	High
36	5b	Create Fire Alarm Apprentice Relationships	(1) High	Medium
38	5b	Create Fire Alarm Contractor Relationship	(1) High	Medium
39	5b	Assess the Electrical Fire Alarm Contractor License Fee	(1) High	High
43	5b	Assess Electrical Master license fee	(1) High	High
45	5b	Electrical Sign Specialist License Fee	(1) High	High
46	5b	Electrical Sign Contractor License Fee	(1) High	High
47	5b	Mechanical Contractor License/Reinstatement Fee	(1) High	High
48	5b	Manufactured Home Community Application Fee	(1) High	High
53	5b	Plumbing Contractor License Fee	(1) High	High

Appendix C: Project Assumptions

Script Number	Disposition	Title	Priority	Level of Effort
56	5b	Boiler Installer Fees	(1) High	Medium
58	5b	Assess Electrical Journey License Fee	(1) High	Medium
59	5b	EB to verify license number on all reapplications	(1) High	Medium
64	5b	ASI Field "Workers Comp Insurance..." required	(1) High	High
70	5b	Demolition Admin Fee	(1) High	Low
71	5b	Certificate of Occupancy	(1) High	Low
72	5b	Lighting Fixture - Outlets Fee	(1) High	Low
73	5b	Signs Neon Fee	(1) High	Low
74	5b	Signs - Feeders - Bus Ducts, etc. fee	(1) High	Low
75	5b	Fire Alarm Systems Fee	(1) High	Low
76	5b	Data - Telecommunication Outlets Fee	(1) High	Low
77	5b	Fuel Gas Piping Fee	(1) High	Low
78	5b	Process Piping Fee	(1) High	Low
79	5b	Hydronic Piping Fee	(1) High	Low
102	5b	Reset expiration date of permit on payment	(2) Normal	Medium
105	5b	Jurisdiction Validation	(2) Normal	High
119	5b	C.A. Number Validation	(2) Normal	High
121	5b	Label Numbers	Medium	
10	SOM	MFD Housing Exam - one review requested checkbox required.	(2) Normal	Low
11	SOM	ASIT Project Type for MFD Housing Exam RO fields	(2) Normal	Medium
18	SOM	Expression to populate Phone Number Amendment ASI fields	(1) High	Medium
37	SOM	Expression to validate license number on Fire Alarm Contractor Application	(1) High	Medium
40	SOM	License Number verification for Fire Alarm Specialty Tech	(1) High	Medium
41	SOM	Fire Alarm Specialty Tech License Fee	(1) High	Medium
42	SOM	Expression to validate Electrical Journey license number on Master	(1) High	Medium
44	SOM	Expression to validate "Sign Contractor License" number	(1) High	Medium
49	SOM	Manufactured Home Installer Servicer License Fee	(1) High	Medium
50	SOM	Manufactured Home Retailer License Fee	(1) High	Medium
51	SOM	Plumber Affidavit Expression	(1) High	Medium
52	SOM	Master Plumber License Verification Expression	(1) High	Medium
54	SOM	Plumbing Apprentice Number validation	(1) High	Medium
55	SOM	Validation of Journey Plumber license	(1) High	Medium
57	SOM	Boiler Operator License Fees	(1) High	Medium
60	SOM	Expiration Date Adjustment	(1) High	Medium
61	SOM	Assess Fee on Boiler permit based on Permit Type	(1) High	Low
62	SOM	Update boiler fee on ASI field "Length of Piping B31.1"	(1) High	Low
63	SOM	Assess fee based on "Type of Permit" ASI field	(1) High	Low
65	SOM	Fees due check on Building Permits	(1) High	Low
66	SOM	Require "BCC Plan Review Project Number"	(1) High	Low
67	SOM	Re-Open Expired Permit Fee	(1) High	Medium
68	SOM	Certification Fee	(1) High	Medium
69	SOM	Check status of children before C of O Issued	(1) High	Medium
80	SOM	Refrigeration Piping	(1) High	Low

Appendix C: Project Assumptions

Script Number	Disposition	Title	Priority	Level of Effort
81	SOM	Commercial Air Conditioning Piping Fee	(1) High	Low
82	SOM	Duct Fee	(1) High	Low
83	SOM	Fire Suppression/Protection Fee	(1) High	Low
84	SOM	Related Record Check for C of O	(1) High	Medium
85	SOM	Addendum and Bulletin Required	(1) High	Low
86	SOM	Is a Temporary Exception Requested?	(2) Normal	Low
87	SOM	MFH Community Alteration Fee	(2) Normal	Medium
88	SOM	MFH Expansion Fee	(2) Normal	Medium
89	SOM	MFH Community New Fee	(2) Normal	Medium
90	SOM	New Condominium Fee	(2) Normal	Medium
91	SOM	MFH Condo Expansion Fee	(2) Normal	Medium
92	SOM	Condo Conversion Fee	(2) Normal	Medium
93	SOM	Building Code Review Fee	(2) Normal	Low
94	SOM	Consulting Service Fee	(2) Normal	Low
95	SOM	Valuation Fee	(2) Normal	Medium
96	SOM	Construction Code and Fire Safety Reviews Fees	(2) Normal	Low
97	SOM	Fire Safety Fee	(2) Normal	Medium
98	SOM	Deputy Boiler Inspector License creation	(2) Normal	Medium
99	SOM	Prevent Mechanical License Issuance if Law Exam not present	(2) Normal	High
100	SOM	Reset expiration date of permit on inspection	(2) Normal	Medium
101	SOM	Reset permit expiration date on workflow	(2) Normal	Low
103	SOM	Permit About to Expire batch	(2) Normal	High
104	SOM	Expired permit batch	(2) Normal	High
107	SOM	ACA Pageflow Electrical Application	(2) Normal	Medium
108	SOM	ACA Pageflow Plumbing Application	(2) Normal	Medium
109	SOM	ACA Pageflow Mechanical Application	(2) Normal	Medium
111	SOM	Reactivate a license from a Reapplication approval	(2) Normal	High
112	SOM	General Services - Start/End Mileage	(2) Normal	High
113	SOM	General Services - Total Mileage	(2) Normal	Low
114	SOM	Pre-Manufactured Housing - Update Wf to Complete	(2) Normal	Low
115	SOM	Pre-Manufactured Housing - Start/End Mileage	(2) Normal	High
116	SOM	PLAN REVIEW - Total Due	(2) Normal	Medium
117	SOM	PLAN REVIEW REQUEST INFO	(2) Normal	Medium
118	SOM	PLAN REVIEW REQUEST INFO - PR_PPE	(2) Normal	Medium
120	SOM	Fees due check on Building Permits when Issued	(1) High	Medium
125	SOM	Plan Review Required Applicant - Organization	High	

Reports

Report Number	Report Title	Disposition	Priority	Department	Category	Level of Effort
1	Approval Letter - BSAR	14	Phase 1	Building		Low
3	Invoice - Miscellaneous	14	Phase 1	Plan Review	Invoice	Medium

Appendix C: Project Assumptions

Report Number	Report Title	Disposition	Priority	Department	Category	Level of Effort
4	Invoice - Premanufactured	14	Phase 1	Building	Invoice	Low
5	Request for Hearing	14	Phase 1	Plan Review		Medium
6	Inspection Agency Label Report	14	Phase 1	Plan Review		Medium
7	Mechanical Contractor Renewal	14	Phase 1	Mechanical	Renewal	Medium
8	Mechanical Permit Correction Notice	14	Phase 1	Mechanical	Correction	Medium
9	Mechanical Permit Issued	14	Phase 1	Mechanical	Permit	Medium
10	Mechanical Permit Invoice	14	Phase 1	Mechanical	Invoice	Medium
12	Daily Travel Log	14	Phase 1	TBD		Medium
13	General Services Activity Summary	14	Phase 1	TBD		Medium
14	Inspector Activity Listing	14	Phase 1	TBD		Low
15	Notice of Violations	14	Phase 1	TBD		Medium
16	Mechanical Exam Admission Card	14	Phase 1	Mechanical	Admission	Medium
17	Mechanical Contractor License	14	Phase 1	Mechanical	License	Medium
18	Persons Involved with Request for Hearing	14	Phase 1	Plan Review		Medium
19	Electrical License Application	14	Phase 1	Electrical	Application	Medium
20	Building Permit	14	Phase 1	Building	Permit	Medium
23	Building Permit Invoice	14	Phase 1	Building	Invoice	Medium
27	Building Certificate of Occupancy	14	Phase 1	Building		Low
32	Mobile Home Community License	14	Phase 1	Building	License	Low
43	Certificate of Acceptance	14	Phase 1	Electrical		Medium
47	Examination Results	14	Phase 1	Electrical	Exam Results	Medium
60	Electrical Contractor Renewal	14	Phase 1	Electrical	Renewal	Medium
65	Apprentice Electrician Renewal	14	Phase 1	Electrical	Renewal	Low
76	Master Electrician License	14	Phase 1	Electrical	License	Low
85	Master Electrician Examination "Passed" List	14	Phase 1	Electrical	Passed List	Medium
111	Apprentice Registration Renewal	14	Phase 1	Plumbing	Renewal	Medium
116	Plumbing Contractor and Master Plumber Renewal	14	Phase 1	Plumbing	Renewal	Medium
33	Mobile Home Community Renewal	14b	Phase 1	Building	Renewal	Low
48	Examination Roster	14b	Phase 1	Electrical	Exam Roster	Medium

Appendix C: Project Assumptions

Report Number	Report Title	Disposition	Priority	Department	Category	Level of Effort
138	Elevator Journeyperson License Application	14b	Phase 1	Elevator	Application	Low
174	Mobile Home Code Commission Permit	14b	Phase 1	Plan Review	Permit	Medium
182	Invoice Log	14b	Phase 1	Plan Review	Invoice	Medium
204	Boiler Installer Renewal	14b	Phase 1	Boiler	Renewal	Low
21	Correction Notice	SOM	Phase 1	Building	Correction	Low
22	Building Permit 2nd Notice (Correction)	SOM	Phase 1	Building	Correction	Low
26	Building Permit 2nd Notice (Invoice)	SOM	Phase 1	Building	Invoice	Low
28	Mobile Home Installer's License	SOM	Phase 1	Building	License	Medium
29	Mobile Home Installer's Renewal	SOM	Phase 1	Building	Renewal	Medium
30	Mobile Home Dealer's License	SOM	Phase 1	Building	License	Low
31	Mobile Home Dealer's Renewal	SOM	Phase 1	Building	Renewal	Low
34	Mobile Home Annual Inspection Report	SOM	Phase 1	Building		Medium
36	Electrical Permit	SOM	Phase 1	Electrical	Permit	Low
37	Electrical Permit Invoice	SOM	Phase 1	Electrical	Invoice	Low
39	Electrical Permit Cancelled	SOM	Phase 1	General	Permit Cancelled	Medium
40	Electrical Permit Closed	SOM	Phase 1	Electrical	Permit Closed	Low
41	Electrical Permit 2nd Notice (Correction)	SOM	Phase 1	Electrical	Correction	Low
42	Electrical Permit 2nd Notice (Invoice)	SOM	Phase 1	Electrical	Invoice	Low
46	Admission Card	SOM	Phase 1	Electrical	Admission	Low
50	Notice of Code Violation	SOM	Phase 1	Electrical	Correction	Low
52	Approved Exam Prep and Re-Exam Courses	SOM	Phase 1	Electrical		Medium
61	Master Electrician Renewal	SOM	Phase 1	Electrical	Renewal	Low
62	Fire Alarm Contractor Renewal	SOM	Phase 1	Electrical	Renewal	Low
63	Sign Contractor Renewal	SOM	Phase 1	Electrical	Renewal	Low
64	Sign Specialist Renewal	SOM	Phase 1	Electrical	Renewal	Low
66	Fire Alarm Specialty Technician Apprentice Renewal	SOM	Phase 1	Electrical	Renewal	Low
67	Journeyman Electrician Renewal	SOM	Phase 1	Electrical	Renewal	Low
68	Fire Alarm Specialty Technician Renewal	SOM	Phase 1	Electrical	Renewal	Low
69	Factory Contractor Affidavit Renewal	SOM	Phase 1	Electrical	Renewal	Low

Appendix C: Project Assumptions

Report Number	Report Title	Disposition	Priority	Department	Category	Level of Effort
70	Reciprocal Contractor Registration Renewal	SOM	Phase 1	Electrical	Renewal	Low
71	Registered Fire Alarm Contractor Renewal	SOM	Phase 1	Electrical	Renewal	Low
72	Registered Sign Contractor Renewal	SOM	Phase 1	Electrical	Renewal	Low
73	Electrical Contractor License	SOM	Phase 1	Electrical	License	Low
74	Sign Contractor License	SOM	Phase 1	Electrical	License	Low
75	Fire Alarm Contractor License	SOM	Phase 1	Electrical	License	Low
77	Journeyman Electrician License	SOM	Phase 1	Electrical	License	Low
78	Fire Alarm Specialty Technician License	SOM	Phase 1	Electrical	License	Low
79	Sign Specialist License	SOM	Phase 1	Electrical	License	Low
80	Apprentice Electrician License	SOM	Phase 1	Electrical	License	Low
81	Fire Alarm Specialty Technician Apprentice License	SOM	Phase 1	Electrical	License	Low
82	Factory Contractor Affidavit	SOM	Phase 1	Electrical		Medium
84	Contractor Examination Roster	SOM	Phase 1	Electrical	Exam Roster	Low
93	Mechanical Permit 2nd Notice (Correction)	SOM	Phase 1	Mechanical	Correction	Low
94	Mechanical Permit 2nd Notice (Invoice)	SOM	Phase 1	Mechanical	Invoice	Low
95	Certificate of Acceptance	SOM	Phase 1	Mechanical		Low
98	Examination Results	SOM	Phase 1	Mechanical	Exam Results	Low
99	Initial Mechanical Contractor's License Application	SOM	Phase 1	Mechanical	Application	Low
102	Plumbing Permit	SOM	Phase 1	Plumbing	Permit	Low
103	Plumbing Permit Correction Notice	SOM	Phase 1	Plumbing	Correction	Low
104	Plumbing Permit 2nd Correction Notice	SOM	Phase 1	Plumbing	Correction	Low
105	Plumbing Permit Invoice	SOM	Phase 1	Plumbing	Invoice	Low
106	Plumbing Permit 2nd Notice Invoice	SOM	Phase 1	Plumbing	Invoice	Low
110	Certificate of Acceptance	SOM	Phase 1	Plumbing		Low
112	Plumbing Contractor Renewal	SOM	Phase 1	Plumbing	Renewal	Medium
113	Master Plumber Renewal	SOM	Phase 1	Plumbing	Renewal	Medium
114	Journey Plumber Renewal	SOM	Phase 1	Plumbing	Renewal	Medium
115	Factory Affidavit Renewal	SOM	Phase 1	Plumbing	Renewal	Medium
117	Application for Initial Journey Plumber License	SOM	Phase 1	Plumbing	Application	Medium

Appendix C: Project Assumptions

Report Number	Report Title	Disposition	Priority	Department	Category	Level of Effort
118	Journey Plumber License	SOM	Phase 1	Plumbing	License	Low
119	Application for Master Plumber License	SOM	Phase 1	Plumbing	Application	Low
120	Master Plumber License	SOM	Phase 1	Plumbing	License	Low
122	Plumbing Contractor License	SOM	Phase 1	Plumbing	License	Low
123	Apprentice Plumber License	SOM	Phase 1	Plumbing	License	Low
124	Factory Affidavit License	SOM	Phase 1	Plumbing	License	Low
125	Admission Card	SOM	Phase 1	Plumbing	Admission	Low
126	Examination Results	SOM	Phase 1	Plumbing	Exam Results	Low
127	Approved Code Update Courses	SOM	Phase 1	Plumbing		Medium
135	Elevator Contractor License Application	SOM	Phase 2	Elevator	Application	Low
136	Elevator Contractor Renewal Application	SOM	Phase 2	Elevator	Renewal	Low
137	Elevator Contractor License	SOM	Phase 2	Elevator	License	Low
139	Elevator Journeyperson Renewal Application	SOM	Phase 2	Elevator	Renewal	Low
140	Elevator Journeyperson License	SOM	Phase 2	Elevator	License	Low
145	Listing of Temporary Inspection	SOM	Phase 1	General		Medium
163	Invoice - Interagency Billing	SOM	Phase 1	Plan Review	Invoice	Medium
165	Invoice - Schools	SOM	Phase 1	Plan Review	Invoice	Low
166	Defect Violation letter	SOM	Phase 1	Plan Review		Medium
167	Defect Violation Form	SOM	Phase 1	Plan Review		High
168	Defect Violation Closure Letter	SOM	Phase 1	Plan Review		Medium
169	Inspection Agency Renewal Letter	SOM	Phase 1	Plan Review	Renewal	Medium
170	Manufacturing Facility Update	SOM	Phase 1	Plan Review		Medium
171	Inspection Agency Certificate	SOM	Phase 1	Plan Review	Inspection	Low
172	Out of Jurisdiction - College/University	SOM	Phase 1	Plan Review		Medium
173	Out of Jurisdiction - General	SOM	Phase 1	Plan Review		Medium
177	Renewal of Inspection Agency	SOM	Phase 1	Plan Review	Renewal	Low
180	Final Order of Michigan Barrier Free Design Board	SOM	Phase 1	Plan Review		Medium
181	Barrier Free Design Complete Letter	SOM	Phase 1	Plan Review		Medium
184	Premanufactured Labels Issued	SOM	Phase 1	Plan Review		Medium

Appendix C: Project Assumptions

Report Number	Report Title	Disposition	Priority	Department	Category	Level of Effort
185	List of all Premanufacture's	SOM	Phase 1	Plan Review		Medium
186	List of all approved Premanufacture's	SOM	Phase 1	Plan Review		Medium
201	Approved Permit	SOM	Phase 1	Boiler	Permit	Low
202	Application for Boiler Installer/Repairer License	SOM	Phase 1	Boiler	Application	Low
203	Examination Results	SOM	Phase 1	Boiler	Exam Results	Low
205	Boiler Repairer Renewal	SOM	Phase 1	Boiler	Renewal	Low
206	Boiler Inspector Renewal	SOM	Phase 1	Boiler	Renewal	Low
207	Boiler Operator Renewal	SOM	Phase 1	Boiler	Renewal	Low
208	Boiler Installer License	SOM	Phase 1	Boiler	License	Low
209	Boiler Inspector License	SOM	Phase 1	Boiler	License	Low
210	Boiler Operator License	SOM	Phase 1	Boiler	License	Low
211	Boiler Repairer License	SOM	Phase 1	Boiler	License	Low

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 3
to
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583	Julian Munoz	jmunoz@accela.com
	TELEPHONE	**CONTRACTOR #, MAIL CODE**
	(925) 659-3247	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Celeste Sicles	517-284-5345	sicklesc@michigan.gov
BUYER	DTMB	Jarrod Barron	517-284-7045	barronj1@michigan.gov

CONTRACT SUMMARY:
DESCRIPTION: **LARA – Construction Codes Software**

Appendix C: Project Assumptions

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 27, 2012	December 26, 2017	2, one year	December 26, 2019
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			**AVAILABLE TO MiDEAL PARTICIPANTS**
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	**EXERCISE CONTRACT OPTION YEAR(S)**	**EXTENSION BEYOND CONTRACT OPTION YEARS**	**LENGTH OF OPTION/EXTENSION**	**EXPIRATION DATE AFTER CHANGE**
☒ No ☐ Yes	☐	☐		
VALUE/COST OF CHANGE NOTICE:		**ESTIMATED REVISED AGGREGATE CONTRACT VALUE:**		
$1,355,995.74		$11,572,810.74		

Effective September 11, 2014, this contract is amended to:

3. Add $106,550.00 to correct a clerical error in the original contract. The original contract provided for the procuring GIS Server software license, and Cost Table 3 (Software License, Maintenance and Support) of Appendix G included the required line item and price. However, only a subtotal of Cost Table 3, not the complete total, was transferred into Cost Table 1 (Summary of Project Cost), inadvertently excluding this cost. Accordingly, while the parties contracted for this software, the incorrect total cost was requested of Ad Board and placed on the contract. This addition corrects that mistake. See attached Restated Cost Table 1.
4. Add $563,140.74 for the services in the attached Statement of Work and project plan for the Department of Licensing and Regulatory Affairs Bureau of Fire Services (BFS).
5. Add $522,810.00 for the services in the attached Statement of Work and project plan for the Department of Licensing and Regulatory Affairs Public Service Commission Motor Carrier Division (MCD).
6. Add $163,495.00 for the services in the attached Statement of Work and project plan for the Department of Licensing and Regulatory Affairs Bureau of Health Care Services (BHCS) Facilities Engineering Section (FES).

Accordingly, this contract is INCREASED by $1,355,995.74. Revised aggregate contract value: $11,572,810.74. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on September 11, 2014.

Appendix C: Project Assumptions

Restated Cost Table 1: Summary of the Project Cost

WHEREAS the parties contracted, in relevant part, to procure a GIS Server software license in the original contract for $106,550.00, per Cost Table 3 (Software License, Maintenance and Support) of Appendix G;
WHEREAS due to clerical error, only a $1,285,140.00 subtotal of Cost Table 3, not the complete $1,391,690.00 total, was transferred into Cost Table 1 (Summary of Project Cost), inadvertently excluding this cost;
WHEREAS as a result of this clerical error, the incorrect total cost was requested of Ad Board and placed on the contract.
WHEREAS the parties now desire to correct this error and add these funds to the contract;

NOW THEREFOR, the parties hereby fully restate Cost Table 1 (Summary of Project Cost) of Appendix G of the original contract as follows:

These costs apply to the 5-year contract base period only, not the option years.

One Time Project Costs			
Item	**Project Cost(s)**	**Cost ($)**	**Comments**
a.	**Deliverables 1 – 26**	2,668,635.00	**See Table 2, Deliverable- based payment schedule.**
b.	**Sub-total of the One-time Project Costs**	**$2,668,635.00**	
On-Going/Future Project Costs			
Item	**Project Cost(s)**	**Cost ($)**	**Comments**
c.	**Software, Maintenance and Support (help desk)**	$1,391,690.00	**See Table 3, Software License, Maintenance and Support Deliverable- based payment schedule.**
d.	**Reserve Bank of Hours**	$92,500.00	**See Table 4, Reserve Bank of Hours**
e.	**Sub-total of the Ongoing/Future Project Costs**	**$1,484,190.00**	
	Total Project Cost	**$ 4,152,825.00**	

Appendix C: Project Assumptions

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: **LARA – Bureau of Fire Services**	**Period of Coverage:**
Requesting Department: **LARA –Bureau of Fire Services**	**Date:** **September 11, 2014**
Agency Project Manager: **Ann Searles**	**Phone:** **(517) 335-1299**
DTMB Contract Compliance Inspector: **Celeste Sickles**	**Phone:** **(517) 284-5345**

BFS SOW V3.2

BACKGROUND:

The current contract (071B3200042) between Accela, Inc. and the State of Michigan provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notice 1 (Base Contract), will remain in effect unless modified by this Statement of Work.

The Bureau of Fire Services (Agency) and each of its sections, Fields Services, Storage Tanks, and Fireworks, along with Accela conducted a Statement of Works Workshop on October the 30th, 2013. This workshop allowed Accela to understand the business functions and processes performed by the Agency.

The agreement herein requests changes to the original instance of the software that is currently being installed for LARA Bureau of Construction Codes (BCC). This change will add the capability for the LARA Bureau of Fire Services (BFS) to automate its business functions. The following areas of BFS and their associated responsibilities are considered to be “in scope” for this project and are hereinafter referred to as “the Agency’s Business Functions.”

- Field Services, which includes Plan Review and Field Inspection business functions
- Fireworks Permitting
- Storage Tanks

The intent of this Statement of Work is to optimize Accela’s portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy its Accela Automation software and meet its functionality, timing, and cost requirements for the Agency’s Business Functions.

Appendix C: Project Assumptions

PROJECT OBJECTIVE:

This project engages Accela, Inc. to configure the Accela Automation (AA) components, add record types, configure plan types, add scripts, develop necessary interfaces, convert historical data, and perform any other necessary configurations to the Accela Automation LARA BCC system to automate the Agency's Business Functions. The term of this project is expected to be 12 months.

In addition, the functionality for Field Services plan submission and review will be tightly integrated with the original BCC plan review functionality currently being configured. There is an additional (separate) Statement of Work being submitted for the Bureau of Health Care Services (BHCS) Health Facilities Engineering Section (HFES) which will also require that the plan review functionality be tightly integrated with BCC and BFS. It is envisioned that there will be only one "Plan Submission" function on the Accela Citizen Access portal that will receive plans for each of these business areas.

Furthermore, while this Statement of Work utilizes a waterfall methodology, the State and Accela Inc. may change to the Agile Scrum methodology to develop the Bureau of Fire Services' functionality, if deemed appropriate by both parties. In the event the parties change to the Agile Scrum methodology, as part of the Project Initiation Deliverable phase, the parties will develop a revised Statement of Work and project plan describing this change to the Agile Scrum approach and will enact a contract change notice (contract amendment) through DTMB Procurement. The parties agree that the change to the Agile Scrum approach will not result in a higher total cost to the State for achieving the functionality described herein.

<u>System Build Activities – General Description</u>

The Build stage includes data conversions, development of Accela Event Management Scripts, and custom report development. It comprises all of the additional critical activities outside of solution foundation that has been configured for the Agency. Similar to the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

Data conversion of historic/legacy data from Agency systems is a critical activity for the success of this project. The Accela team is highly experienced in planning for and executing these activities and will work closely with Agency staff to ensure a successful transition of data. Specifically, the Accela team will work with the Agency to understand the data sources, how they are used, where their data will be stored in Accela Automation, and the quality of that data. Often, multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that Accela may recommend to understand the current state of Agency data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources may begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan. Accela provides release notes during these conversion tests to verify data is being transferred correctly (e.g., number of records and expected values in fields).

Accela will lead the conversion effort and/or provide a Workshop to train the Agency to use the standard Accela tools which assist specifically in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and the planning and execution of the final data conversion. For conversions, it is expected and anticipated that the Agency will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

The required data mapping effort will be conducted by Accela personnel with assistance from the Agency. Once the data mapping has been defined, Accela will ask that a representative of the Agency sign off on the data maps. Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Automation database.

<u>System Interfaces</u>

Other than those already being built or considered for LARA-BCC, no additional System Interfaces are defined for this project. The goal is to leverage what has been developed for the BCC Licensing and Permitting project.

Appendix C: Project Assumptions

SCOPE OF WORK, DELIVERABLES AND ACCEPTANCE CRITERIA

In support of the implementation effort as described above, Accela will provide the following detailed implementation services. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

Deliverable 1:	Project Initiation
Deliverable 2:	Accela Automation setup – Cloud Support
Deliverable 3:	To-Be Analysis Sessions – Field Services
Deliverable 4:	To-Be Analysis Sessions – Storage Tanks
Deliverable 5:	To-Be Analysis Sessions – Fireworks Permitting
Deliverable 6:	To-Be Analysis Document(s) – Field Services
Deliverable 7:	To-Be Analysis Document(s) – Storage Tanks
Deliverable 8:	To-Be Analysis Document(s) – Fireworks Permitting
Deliverable 9:	Accela automation Solution Foundation – Field Services
Deliverable 10:	Accela Automation Solution Foundation – Storage Tanks
Deliverable 11:	Accela Automation Solution Foundation – Fireworks Permitting
Deliverable 12:	Historical Data Conversion Analysis
Deliverable 13:	Historical Data Conversion Development
Deliverable 14:	Historical Data Conversion Workshops
Deliverable 15:	Event Management Scripting Assistance
Deliverable 16:	Report Workshop
Deliverable 17:	Accela GIS Configuration
Deliverable 18:	Accela Citizen Access Configuration
Deliverable 19:	Accela Mobile Office Configuration
Deliverable 20A:	V360 User Experience
Deliverable 20B:	Electronic Document Review Configuration
Deliverable 21:	Accela Automation Setup – Cloud Production
Deliverable 22:	Administrative and Technical Training
Deliverable 23:	Daily User Training
Deliverable 24:	User Acceptance Testing (UAT)
Deliverable 25:	Production Support
Deliverable 26:	Post Deployment Support and Transition to Customer Resource Center (CRC)

For each deliverable below, a description is provided. The Accela Responsibilities, Agency Responsibilities and Acceptance Criteria will follow those included in the Base Contract except where outlined below. Clarification to these Responsibilities and Criteria may be made by mutual agreement during Project Initiation.

Deliverable 1: Project Initiation

During the Project Initiation process, Accela and the State will decide whether to continue using Accela's Implementation Methodology (AIM) – which is a traditional "waterfall" development methodology, or to change to the Agile Scrum methodology to build this functionality for the Bureau of Fire Services. Depending upon which methodology is selected, the outputs for this deliverable are described below.

The following outputs will be completed for this deliverable using the AIM approach:

- Project Charter
- Clarify Responsibilities and Acceptance Criteria, as needed
- Project Plan and Schedule
- Project Status Report Template
- Plan Historic Data Conversions
- Develop User Security Roles
- Develop User Training Plan

Appendix C: Project Assumptions

- Project Sharepoint Site
- Project Kickoff Presentation

Alternatively, if the parties mutually agree to change to the Agile Scrum methodology, a contract change notice (contract amendment) will be submitted and the following outputs will be completed for this deliverable using the Agile Scrum approach:

- Develop contract change notice (contract amendment) to employ the Agile Scrum development methodology
- Finalize Scrum Team approach
- Develop Agile Scrum Product Roadmap
- Refine Requirements/Develop Effort and Time Estimates
- Plan Releases and Sprints
- Plan Historic Data Conversions
- Develop User Security Roles
- Develop User Training Plan

Deliverable 2: Accela Automation setup – (Accela Cloud)

This Deliverable is defined as the setup of the Accela Automation software in the Accela Cloud environment, such that Agency can log into the system and verify that the software is available.

- Setup of the Accela Automation software, to include development and test environments, in the Accela Cloud
- Demonstration of an operational Accela Automation environment

Acceptance Criteria:

- Confirmation of ability to log into the vendor-hosted Accela Automation software.

Deliverable 3: To-Be Analysis Sessions - Field Services (Plan Review and Inspections)

To-Be Analysis is comprised of the activities required to define the Accela Automation Solution Foundation for the Agency and is further defined in the Base Contract. For each of the Agency's Business Functions, the key output of the To-Be Analysis Sessions will be the To-Be Analysis Document(s). The To-Be Analysis Session meetings will be conducted via email, web conference, phone and in person, as the parties may determine as part of the Project Initiation deliverable, to gather and validated analysis input. Each of the To-Be Analysis Document(s) will include detailed information on the Agency's business processes to be configured in the Accela Automation Solution Foundation, including the following topics:

- Organization and departments
- Processing requirements and workflows
- Intake requirements
- Forms, fields and values
- Record types and fields
- Processing status and notifications
- User roles
- Fees

The To-Be Analysis Sessions and To-Be Analysis Document(s) do not include detailed information related to the following deliverables, as they are dependent on the completion of the Solution Foundation milestone.

- Deliverable 15: Business Process Validation, Automation and Scripting
- Deliverable 16: Report Workshop and Development
- Deliverable 20A: V360 User Experience

Appendix C: Project Assumptions

The Project Team, consisting of representatives from both Accela and the Agency, will conduct a formal review of the To-Be Analysis Documents for the purpose of approval and sign-off on the deliverable. Accela will build prototypes of three (3) processes which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency.

In order to develop the content for the To-Be Analysis Document(s), Accela will work closely with designated Agency personnel and will conduct analysis sessions to capture the to-be required business processes.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Automation.
- Review the developed business process as a basis for configuration in Accela Automation's workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Automation.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).
- Review the collected document fees, fee schedules, and collection procedures for each process.
- Review the collected document all required inspections and inspection result options for each type.
- Determine the Accela Mobile Office application configuration requirements.

Accela's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to the agreed upon Project Plan. The specific output for this deliverable will be:

To-Be Analysis data gathering activities includes workshops, interviews, and web conferencing sessions. It is expected that the Field Services division will have several record types and may have a need for traditional licensing record type configuration which includes an Application, License, Amendment, and Renewable record. Lastly, it is expected that the Fields Services Division will have a complaint and violation record type. A proposed set of records are below:

- Application
- Permit/License
- Amendment
- Renewal
- Complaint
- Violation

<u>Deliverable 4: To-Be Analysis Sessions – Storage Tanks</u>

In order to develop the content for the To-Be Analysis Document(s), Accela will work closely with designated personnel and conduct analysis sessions to capture the to-be required business processes.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Automation.
- Review the developed business process as a basis for configuration in Accela Automation's workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Automation.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).
- Review required preventative maintenance and/or condition assessment s for potential assets.
- Determine the Accela Mobile Office application configuration requirements.

Accela's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to the agreed upon Project Plan. The specific output for this deliverable will be:

- To-Be Analysis data gathering activities, including workshops, interviews, and web conferencing sessions. It is expected that the Storage Tanks will have up to 5 record types for the following areas:
    - LPG
    - Hydrogen
    - Underground
    - Above Ground
    - Flammable

Deliverable 5: To-Be Analysis Sessions – Firework Permitting

In order to develop the content for the To-Be Analysis Document(s), Accela will work closely with designated Agency personnel and conduct analysis sessions to capture the to-be required business processes.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela.
- Review the developed business process as a basis for configuration in Accela Automation's workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Automation.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).
- Review required preventative maintenance and/or condition assessment s for potential assets.
- Determine the Accela Mobile Office application configuration requirements.

Accela's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to the agreed upon Project Plan. The specific output for this deliverable will be:

- To-Be Analysis data gathering activities, including workshops, interviews, and web conferencing sessions. It is expected that the Fireworks permitting will have up to 5 record types for the following areas:
    - Permanent
    - Temporary
    - Low Impact
    - Consumer
    - Transfer

Deliverable 6: To-Be Analysis Document(s) – Field Services

To-Be Analysis Document(s) will be developed by Accela based on the information gathered in Deliverable 3: To-Be Analysis Sessions – Field Services. This document(s) will serve as the blueprint for Department processes throughout the implementation project. Upon completion of the document(s), Accela will conduct a formal review with the Agency for the purpose of approval and sign-off on the deliverable. To facilitate the approval process, Accela will configure prototypes of the solution for one (1) mutually agreed upon To-Be processes, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency.

The specific output for this deliverable will be:

- To-Be Analysis Document(s) (Adobe PDF).

Deliverable 7: To-Be Analysis Document(s) – Storage Tanks

To-Be Analysis Document(s) will be developed by Accela based on the information gathered in Deliverable 4: To-Be Analysis Sessions – Storage Tanks. This document(s) will serve as the blueprint for Department processes throughout the implementation project. Upon completion of the document(s), Accela will conduct a formal review with Agency for the purpose of approval and sign-off on the deliverable. To facilitate the approval process, Accela will configure prototypes of the solution for one (1) mutually agreed upon To-Be process, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency.

The specific output for this deliverable will be:
- To-Be Analysis Document(s) (Adobe PDF).

Deliverable 8: To-Be Analysis Document(s) – Fireworks Permitting

To-Be Analysis Document(s) will be developed by Accela based on the information gathered in Deliverable 5: To-Be Analysis Sessions – Fireworks Permitting. This document(s) will serve as the blueprint for Department processes throughout the implementation project. Upon completion of the document(s), Accela will conduct a formal review with Agency for the purpose of approval and sign-off on the deliverable. To facilitate the approval process, Accela will configure prototypes of the solution for one (1) mutually agreed upon To-Be process, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency.

The specific output for this deliverable will be:
- To-Be Analysis Document(s) (Adobe PDF).

Deliverable 9: Accela Automation Solution Foundation – Field Services

Accela will provide professional services to develop the Accela Automation Solution Foundation in accordance with requirements established and agreed upon during the execution of the To-Be Analysis tasks. Accela will produce a detailed, technical Solution Foundation Document(s) that represents the entire foundation of the system, for each module. This document will be delivered for review with the completed solution.

The specific output for this deliverable will be:
- Completed Foundation of Accela Automation Solution to support the To-Be Business Processes
- Accela Automation Solution Foundation Document – Field Services

Deliverable 10: Accela Automation Solution Foundation – Storage Tanks

Accela will provide professional services to develop the Solution Foundation of the Accela Automation product in accordance with requirements established and documented in Deliverable 07: To-Be Analysis Document(s).

The specific output for this deliverable will be:
- Completed Foundation of Accela Automation Solution to support the To-Be Business Processes
- Accela Automation Solution Foundation Document – Storage Tanks

Deliverable 11: Accela Automation Solution Foundation – Fireworks Permitting

Accela will provide professional services to develop the Solution Foundation of the Accela Automation product in accordance with requirements established and documented in Deliverable 08: To-Be Analysis Document(s).

The specific output for this deliverable will be:
- Completed Foundation of Accela Automation Solution to support the To-Be Business Processes
- Accela Automation Solution Foundation Document – Fireworks Permitting

Deliverable 12: Historical Data Conversion Analysis

Upon receipt of Agency's Storage Tank Information Database and other historical data, Accela will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements, and mapping of Agency's historical data into Accela Automation.

The specific output for this deliverable will be:
- 6 sources for the Historical Data Conversion Specifications

Appendix C: Project Assumptions

<u>Deliverable 13: Historical Data Conversion Development</u>

Upon Agency approval of the Historical Data Conversion Specifications document (Deliverable 12), Accela will provide a program(s) to migrate appropriate historical data into Accela Automation. Upon receipt of the conversion from Accela, the Agency DBA will load the data into the Support Cloud environment for validation.

The specific output for this deliverable will be:

- Migrated historical data into Accela Automation Support Cloud database environment.

Appendix C: Project Assumptions

Deliverable 14: Historical Data Conversion Workshops

Accela will conduct a Historical Conversion workshop(s) to train the State on how to use the Accela Standard Tools to convert data into Accela Automation.

The specific output for this deliverable will be:

- Data Conversion Workshops.
  - Accela Tool Use
  - Building your source views
  - Mapping your data
  - Loading Staging tables
  - Load Accela Automation tables

Deliverable 15: Event Management Scripting Assistance

During the configuration analysis phase of the implementation project, Accela will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) script development. Accela will work with key Agency project stakeholders to identify the business rules/processes to be automated. Accela will work with Agency to identify desired EMSE functionality and subsequently help prioritize the scripting needs to determine which scripts will be developed by Accela and which scripts can be developed by the Agency. The scripts developed by Accela can be used as models whereby Agency staff can develop and modify additional EMSE scripts as needed. Accela will provide up to 300 hours of scripting assistance.

The specific output for this deliverable will be:

- Prioritized list of desired EMSE scripts (MS Excel/Word)
- EMSE script specifications for scripts to be developed by Accela (MS Excel/Word)
- Demonstrated operability of scripts in staging/test environment per the design document specifications

Deliverable 16: Report Workshop

Accela will provide up to 100 hours of assistance to develop documents/letters/reports from those identified by the Agency as required for the new system.

Prior to the development of a report, the Agency will approve report design specification documents that will be created jointly by the Agency and Accela. The approved documents will be used as a basis for determining completion and approval of the reports. Development of each report cannot begin until agreement on each specification is complete.

A proven strategy that combines the use of the Accela Automation Quick Queries, custom reports developed by Accela that include run-time parameters to allow similar reports to be combined, and the development of other reports by the Agency after training can ensure that all reporting requirements are met.

The specific output for this deliverable will be:

- List of identified reports that Accela will develop
- Report Specifications Documents for each of the identified reports to be developed by Accela

Deliverable 17: Accela GIS Configuration

Accela will install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and address information from the Permitting system.
- View selection, location, and associated GIS information.
- Relate Records to Address.
- If no address data can be loaded Accela will configure Accela GIS to work with Bing Maps, which will be appropriately licensed by vendor for the State’s use.

The specific output for this deliverable will be:

- ➢ Accela GIS installed on Agency server(s)
  - BFS will use the same Accela GIS instance as BCC
- ➢ Demonstration of operational system.
- ➢ Configure to work with Address layer or Bing Maps.

Deliverable 18: Accela Citizen Access Configuration

This deliverable includes setup, analysis, configuration, and online merchant account setup assistance for the Accela Citizen Access (ACA) software on the Test site. Subsequently, Accela will work with the Agency representatives to assess and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public.

- Permit Application and Issuance
- Inspection Request Entry
- Inspection Results Research
- Status Tracking

The specific output for this deliverable will be:

- ➢ Accela Citizen Access Configuration Specifications Document (MS Word)
- ➢ Configure ACA for English Language only
- ➢ Configuration of Online Record types in Accela Automation

Accela Responsibilities:

- Set up Accela Citizen Access in Accela Support Cloud.
- Assist agency in setup and validation of merchant account integration.
- Work with the Agency to determine which services to expose to the public via Accela Citizen Access.
- Create configuration specification for Accela Citizen Access based on analysis with the Agency.
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access.

Deliverable 19: Accela Mobile Office Configuration

Accela will configure the Accela Mobile Office application. As part of this deliverable, Accela will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a test and production environment. Using Accela Mobile Office, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or wireless mode

Analysis activities with the Agency will result in a Mobile Office Configuration Specifications Document. Subsequently, Accela's staff will extend base configuration of Accela Mobile Office per the Mobile Office Configuration Specifications Document for Field Services, Storage Tanks, and Firework Permitting divisions

The specific output for this deliverable will be:

- ➢ Accela Mobile Office Configuration Specifications Document (MS Word)
- ➢ Demonstration of operational system per Accela Mobile Office Configuration Specifications document

Deliverable 20A: V360 User Experience

V360 User Experience is comprised of the fine-tuning of the system's User Interface ("look and feel"), usability, and security. This portion is completed prior to User Acceptance Testing to provide a more refined view of the system and assistance with system acceptance for new users. Accela will use the completed configuration and standard, best practice V360 User Interface as a starting point for analysis and documentation of the desired look and feel of Accela Automation V360 user interface.

Appendix C: Project Assumptions

Appendix C: Project Assumptions

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review and update the required portlets for each major user group.
- Review and update the required fields, field order, and field names of each major portlet.
- Provide recommendations and seek input on required Quick Queries in order to define a default list.

Accela will use the V360 User Console configuration document template and the appropriate content within that document to capture the Agency's desired V360 User Experience to be configured. Accela's Project Manager will coordinate the compilation of the information collected during the Analysis into the document, including detailed settings related to the following topics:

- User Consoles
- Form Filters
- ASI Form Layout
- APO Template Form Layout
- Quick Queries
- Smart Charts
- My Navigation
- Go To Menu's
- Data Filters
- Security

The Project Team, consisting of representatives from both Accela and the Agency, will conduct a formal review of the document for the purpose of approval and sign-off on the deliverable. Accela will configure the application to meet the requirements of the document upon approval

The specific output for this deliverable will be:

➢ Provide 2 days of Workshops and assistance in the setup of V360 User Interface

<u>Deliverable 20B: Accela Electronic Document Review Configuration</u>

This deliverable is comprised of the activities that will enable the submission, review and markup of documents to work effectively given the Agency's configuration. Accela will leverage stamps provided out-of-the box, or from its stock of stamps. The Agency will be responsible for creating any additional stamps that will be applied through configuration. Accela will also leverage buttons provided out of the box and provide training and instruction on the creation of custom buttons with links. The Agency will be responsible for creating any buttons that will be applied through configuration. Accela will work with the Agency to identify and review:

- Documents that will be submitted online through Accela Citizen Access and Accela Automation as part of the review process.
- Agency workflows associated with the document review process.
- Requirements for workflow tasks I statuses I assignments for each role (e.g. intake personnel, plan reviewers, plan processors approvers, etc.) in support of Agency workflow.
- Versioning of documents submitted / reviewed.
- Process steps within the Agency's workflow associated with reviewing the plan.
- Requirements for notifications via email.
- Stamps to be used on submitted documents.
- Buttons to be used to quickly access Web-based regulatory codes.
- Information that will be exposed to the public via Accela Citizen Access.

The specific output for this deliverable will be:

➢ Accela Electronic Document Review Specification Document(MS Word)
➢ Configuration of Accela Electronic Document Review

<u>Accela Responsibilities</u>:

- Install Accela Electronic Document Review on up to 20 client(s) PC's and train the Agency so they can install on additional PC's.

- Provide one sample custom button for the purposes of training
- Provide Sample Stamps provided by Accela installer

Agency Responsibilities:

- The Agency will have installed .Net Framework 4.0 Client Profile and Adobe Acrobat X Pro software. Adobe Acrobat Pro must be purchased and installed separately for each Agency user who will be interacting with Accela Electronic Document Review for plan review and markups.
- Make available the appropriate subject matter experts to provide needed information, participate in the analysis and verify the accuracy of the information provided.
- Provide timely and appropriate responses to Accela's request for information.

Acceptance Criteria:

- Accela Electronic Document Review Specification Document provides details of all configuration elements based on Accela Automation back office configuration.
- Demonstration of the operational Accela Electronic Document Review functionality per the specification document(s).

Deliverable 21: Accela Automation Setup – Cloud Production

During the setup of the Accela Cloud Production step of this project, Accela's technical staff will work with the Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for Cloud Production Site. Accela technical staff will validate the proper installation and configuration of the Accela Automation environment. This Deliverable is defined as the agency setup in the Cloud environment of the Accela Automation software, such that Agency can log in to the system and verify that the software was set up.

The specific output for this deliverable will be:

- Setup of Cloud Production of the Accela Automation software
- Demonstration of an operational Accela Automation computing environment

Specifically, Accela will perform the following tasks within the production environment:

- Perform a remote system check of the setup.
- Demonstrate that the Accela Automation applications are operational in the Agency computing environment.
- Configure Accela Automation to use the reporting technology Crystal Reports.

Deliverable 22: Administrative and Technical Training

Accela will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Accela is to educate Agency resources on all aspects of Accela Automation in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In addition to a comprehensive administrator training course that spans 3 days, Accela will also train Agency users on the administration and use of the system. Specifically, the following courses can be selected from the 5 days of training being provided to the Agency. (NOTE: This is a list of all Administrative Training and the Agency can choose at their discretion which training is required). At a minimum, the follow training sessions must be delivered to the Agency: Three-Day Accela Automation Administrator, One-day EMSE, and One-day Report Workshop. The total of required Administrative training courses is 5 days. Training will be delivered on site unless the parties mutually agree otherwise.

- Accela Automation Administrator Training
- Accela Event Manager Script Training
- Accela Report Workshop Training

The specific output for this deliverable will be:

- Three-day Accela Automation Administrator Training course
- One-day Basic Event Manager Script Manager Training course
- One-day Report Workshop Training course

Deliverable 23: Daily User Training

This Deliverable includes the Delivery by Accela to Agency of 5 Days of the Daily User Training course (5 consecutive days onsite). Accela best practices have proven that class sizes no larger than 14 participants are more successful with students who meet the prerequisites of the course. The Accela Trainer has the right to modify the class size to ensure successful instruction with Agency agreement.

End User Training should be coupled with the Agency delivering supplementary user training to its staff using the core Use Cases documented in each System Configuration Document. Accela recommends that Agency adopt the "80/20 rule" for training, focusing the majority of their training on the 80% of what the Agency normally does operationally. The recommended supplementary training conducted by the Agency can utilize business experts from each area to train on all aspects of their configuration. Accela will deliver current training documentation in a standard Accela format. We will not provide customized documentation. Documents delivered by Accela to the Agency will be valid for the Accela software release that the Agency is trained. Documents delivered by Accela may not be shared with any other Company per the Non-Disclosure Agreement.

The specific output for this deliverable will be:

- 5 Days of Daily User Training (NOTE: the Agency may decide to split the training up between the Field Services, Storage Tanks, and Fireworks Permitting depending on how they determine it's best to train the staff.)

Deliverable 24: User Acceptance Testing (UAT)

This deliverable is comprised of the assistance Accela will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables. Accela will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Accela will provide support for training, oversight, answering questions, and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to this effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

Accela will provide assistance to the Agency as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. Accela will address and rectify issues discovered during the UAT process as Agency staff executes testing activities. Accela will work with the Agency to develop a test plan and deliver sample test scripts as well as an issue log to track the progress of testing. It should be noted that Accela will plan for a total of 1 month to complete this deliverable.

The specific output for this deliverable will be:

- Resolution of configuration issues resulting from Agency End User Testing
- Fully-tested system that is ready to move to a production environment

Deliverable 25: Production Support

Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela and the Agency at project inception. It may be altered only by a change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

The specific output for this deliverable will be:
- Deployment support prior to moving to Production
- Accela Automation used in production environment for Agency daily use

Deliverable 26: Post Deployment Support and Transition to CRC

This deliverable is comprised of the post-Production support assistance that Accela will provide to address issues and provide consultative advice immediately following the move to Production for daily use. Accela will provide support for 1 week immediately following deployment (go-live) of phase 1. At the end of the support period, a formal meeting will be scheduled with the Agency, Accela Services Team, and Accela CRC for the purpose of transitioning support of the Agency to Accela CRC.

Accela will work with the Agency to identify and address issues identified during this period using a post-Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela as well as any other issues which will be addressed by the Agency. Examples of issues the Agency is responsible for include; training issues, functional changes beyond the scope of this SOW, cosmetic changes, and procedures related to the use of Accela Automation. Specifically, Accela will not be developing or creating additional reports, conversions, records types, and workflow processes that were not included in the scope of this project.

The specific output for this deliverable will be:
- 1 week of Post Deployment Support
- Finalized Post Production Issues List
- Transition of Agency from Services team to Customer Resource Center for ongoing support

PROJECT CONTROL AND REPORTS:

The reporting for this project must follow the requirements of the Base Contract and will be tailored during the project initiation phase for this project's activities.

SPECIFIC DEPARTMENT STANDARDS:

No additional standards are identified.

Appendix C: Project Assumptions

PAYMENT SCHEDULE:

This is a firm fixed price agreement and payment will be made upon the satisfactory acceptance of each milestone or deliverable. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices must include the purchase order number and should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed the progress of the project, and fees.

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

Deliverable 1: Project Initiation	$7,400.00
Deliverable 2: Accela Automation setup – Cloud Support	$4,440.00
Deliverable 3: To-Be Analysis Sessions – Field Services	$40,700.74
Deliverable 4: To-Be Analysis Sessions – Storage Tanks	$28,120.00
Deliverable 5: To-Be Analysis Sessions – Firework Permitting	$28,120.00
Deliverable 6: To-Be Analysis Document(s) – Field Services	$11,100.00
Deliverable 7: To-Be Analysis Document(s) – Storage Tanks	$6,660.00
Deliverable 8: To-Be Analysis Document(s) – Fireworks Permitting	$6,660.00
Deliverable 9: Accela automation Solution Foundation – Field Services	$38,110.00
Deliverable 10: Accela Automation Solution Foundation – Storage Tanks	$21,275.00
Deliverable 11: Accela Automation Solution Foundation – Fireworks Permitting	$21,275.00
Deliverable 12: Historical Data Conversion Analysis	$39,220.00
Deliverable 13: Historical Data Conversion Development	$42,180.00
Deliverable 14: Historical Data Conversion Workshops	$42,180.00
Deliverable 15: Event Management Scripting Assistance	$55,500.00
Deliverable 16: Report Workshop	$18,500.00
Deliverable 17: Accela GIS Configuration	$13,320.00
Deliverable 18: Accela Citizen Access Configuration	$17,020.00
Deliverable 19: Accela Mobile Office Configuration	$13,320.00
Deliverable 20A: V360 User Experience	$2,960.00
Deliverable 20B: Electronic Document Review Configuration	$26,640.00
Deliverable 21: Accela Automation Setup – Cloud Production	$3,700.00
Deliverable 22: Administrative and Technical Training	$23,680.00
Deliverable 23: Daily User Training	$15,540.00
Deliverable 24: User Acceptance Testing (UAT)	$14,600.00
Deliverable 25: Production Support	$9,620.00
Deliverable 26: Post Deployment Support and Transition to CRC	$11,100.00
Total	**$563,140.74**

EXPENSES:

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

Appendix C: Project Assumptions

INITIAL PROJECT SCHEDULE:

This proposed project schedule will be updated during Project Initiation to reflect the actual start date and other mutual agreements.

	Task Name	Duration	Start	Finish
1	Deliverable 1: Project Intiation	10 days	Tue 9/2/14	Mon 9/15/14
2	Deliverable 2: Accela Automation Setup - Cloud Suport	5 days	Thu 9/4/14	Wed 9/10/14
3	Deliverable 3: To-Be Analysis Sessions - Field Services	20 days	Tue 9/2/14	Mon 9/29/14
4	Deliverable 4: To-Be Analysis Sessions - Storage Tanks	20 days	Mon 9/22/14	Fri 10/17/14
5	Deliverable 5: To-Be Analysis Sessions - Firework Permitting	20 days	Mon 10/20/14	Fri 11/14/14
6	Deliverable 6: To-Be Analysis Document(s) - Field Services	20 days	Mon 11/17/14	Fri 12/12/14
7	Deliverable 7: To-Be Analysis Document(s) - Storage Tanks	20 days	Mon 12/15/14	Fri 1/9/15
8	Deliverable 8: To-Be Analysis Document(s) - Fireworks Permitting	20 days	Mon 1/12/15	Fri 2/6/15
9	Deliverable 9: Accela Automation Solution Foundation - Field Services	20 days	Mon 2/9/15	Fri 3/6/15
10	Deliverable 10: Accela Automation Solution Foundation- Storage Tanks	20 days	Mon 3/9/15	Fri 4/3/15
11	Deliverable 11: Accela Automation Solution Foundation - Fireworks Permitting	20 days	Mon 4/6/15	Fri 5/1/15
12	Deliverable 12: Historical Data Conversion Analysis	15 days	Mon 5/4/15	Fri 5/22/15
13	Deliverable 13: Historical Data Conversion Development	10 days	Mon 5/25/15	Fri 6/5/15
14	Deliverable 14: Historical Data Conversion Workshops	10 days	Mon 5/25/15	Fri 6/5/15
15	Deliverable 15: Event Management Scripting Assistance	38 days	Mon 6/8/15	Wed 7/29/15
16	Deliverable 16: Report Workshop	13 days	Mon 6/8/15	Wed 6/24/15
17	Deliverable 17: Accela GIS Configuration	10 days	Thu 6/25/15	Wed 7/8/15
18	Deliverable 18: Accela Citizen Access Configuration	5 days	Wed 6/24/15	Tue 6/30/15
19	Deliverable 19: Accela Mobile Office Configuration	10 days	Tue 6/30/15	Mon 7/13/15
20	Deliverable 20A: V360 User Experience	15 days	Tue 7/14/15	Mon 8/3/15
21	Deliverable 20B: Electronic Document Review Configuration	15 days	Tue 8/4/15	Mon 8/24/15
22	Deliverable 21: Accela Automation Setup - Cloud Production	15 days	Tue 8/25/15	Mon 9/14/15
23	Deliverable 22: Administrative and Technical Training	5 days	Tue 8/25/15	Mon 8/31/15
24	Deliverable 23: Daily User Training	5 days	Tue 8/25/15	Mon 8/31/15
25	Deliverable 24: User Acceptance Testing (UAT)	20 days	Wed 4/1/15	Tue 4/28/15
26	Deliverable 25: Production Support	5 days	Tue 9/1/15	Mon 9/7/15
27	Deliverable 26: Post Deployment Support and Transition to CRC	5 days	Tue 9/1/15	Mon 9/7/15

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name:	Ann Searles
Department:	Bureau of Fire Services
Address:	3101 Technology Bldg., Ste. H
City/State/Zip:	Lansing, MI 48909
Phone Number	517-335-1299
Fax Number	517-332-1428
Email Address:	Searlesa@michigan.gov

Appendix C: Project Assumptions

The designated DTMB Project Manager is:

Name:	Allen Drouare
Department:	DTMB – Enterprise PMO
Area:	Supporting LARA
Building/Floor	Phoenix / 3rd Floor
Address:	222 N. Washington Square
City/State/Zip:	Lansing, MI 48933
Phone Number	517-284-5311
Email Address	DrouareA@Michigan.gov

The DTMB Contract Administrator for this project is:

Name:	Jarrod Barron
Department:	DTMB – Procurement
Area:	IT Division
Building/Floor	Constitution Hall / 1st Floor
Address:	525 West Allegan Street
City/State/Zip:	Lansing, MI 48909
Phone Number	517-284-7045
Email Address	Barronj1@Michigan.gov

APPROVALS:

By signing below, both the Department of Licensing And Regulatory Affairs (LARA) and the Contractor agree to this Statement of Work pending approval by DTMB Procurement and the State Administrative Board, if needed.

Contractor Accela, Inc	The State of Michigan Licensing And Regulatory Affairs (LARA)
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

Appendix C: Project Assumptions

**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.**

Project Title: **LARA – MPSC – Automated License Management System for Motor Carrier Division**	**Period of Coverage:**
Requesting Department: **LARA - MPSC – Motor Carrier Division**	**Date:** **September 11, 2014**
Agency Project Manager: **Ikechukwu N. Nwabueze, Ph.D.**	**Phone:** **(517) 241-6137**
DTMB Contract Compliance Inspector: **Celeste Sickles**	**Phone:** **(517) 284-5345**

Accela MPSC Motor Carrier Agile SOW v7.4

BACKGROUND

The current contract (071B3200042) between Accela, Inc. and the State of Michigan provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notice 1 (Base Contract), will remain in effect unless modified by this agreement.

The agreement herein requests changes to the original instance of the software that is currently being installed for LARA Bureau of Construction Codes (BCC). This change will add the capability for the Michigan Public Service Commission (MPSC) Motor Carrier Division (MCD) to automate its licensing system and work processes. The business processes and system requirements for the MCD system have been documented and provided to Accela. The existing system requirements documents will guide the implementation of this new functionality.

This Statement of Work (SOW) sets forth a scope and the deliverables to be provided by Accela to the State of Michigan, Motor Carrier Division (Agency).

PROJECT OBJECTIVE

Using an agile methodology, the Accela and State teams will work collaboratively to build upon the current instance of Accela Automation for BCC to implement the State of Michigan Motor Carrier Division licensing system. This implementation will enhance how the Motor Carrier Division is processing applications and issuing licenses. The Division is moving toward a paperless process and Accela Services will deploy Accela Automation and Accela Citizen Access with the paperless process in mind. The implementation is anticipated to involve a six (6) month project duration and will include configuration of the Motor Carrier Division license categories.

Appendix C: Project Assumptions

See Scope of Work section below for further details on the functionality to be added for MCD. Please also see *Appendix A: Project Resources and Roles* and *Appendix B: Project Assumptions* as they relate to further clarifying the specific approach for this Statement of Work only.

SCOPE OF WORK & DELIVERABLES

Agile Scrum Methodology

This SOW will be implemented using the Agile Scrum methodology. The Contractor will provide a dedicated Certified Scrum Master who will lead the development for the duration of the project. It is understood that this role might not require 40 hours per week of effort. The MCD will dedicate one Certified Scrum Product Owner per sprint and at least one Certified Scrum Master to assist the Contractor's Scrum Master for the duration of the project. Planning sessions will be held for each respective Release and Sprint (Release and Sprint planning sessions). During these Release and Sprint planning sessions, the State's Scrum Product Owner may re-order deliverables and re-prioritize product features with the assistance and approval of the Contactor's Scrum Master. If mutually agreed to by all parties, the Scrum team may add functionality, at no cost, in trade for removing functionality that requires equal effort. The intent is for the Scrum team to follow the deliverable schedule (road map) as set by this document.

Following the conventions of Agile Scrum, as the functionality for each sprint is designed, built, tested, and accepted by MCD, that functionality will be considered to be done. If bugs are found that are not addressed during the sprint, they will be prioritized, along with other backlog tasks, and repaired in later sprints, but any requested changes to previously accepted functionality may impact future functionality, or require a change order to complete the request.

Functionality

In support of the implementation effort as described above, Accela will provide the following deliverables and implementation services. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. The release schedule, will be reviewed, reorganized, and updated during Release 1. Deliverables for this project consist of the product release schedule below:

Release 1: Project Planning and Initiation
Release 2: Intrastate Application Processing
Release 3: Vehicle Registration Processing
Release 4: Renewal Processing
Release 5: General Business Functions
Release 6: Go-Live and Production Support

A description of each release's added functionality is provided below.

Release 1: Project Planning and Initiation

The Project Planning and Initiation process will follow the guidelines of the Agile Scrum development methodology and are clarified below.

The following tasks will be completed for this deliverable:

- Finalize Scrum team approach
- Develop Product Road Map
- Refine Requirements/Develop Time and Schedule Estimates
- Plan Releases and Sprints
- Plan Historic Data Conversions

Appendix C: Project Assumptions

- Develop user security roles
- Develop user training plan
  - Up to 18 days of training for MCD personnel. The training will be a mix of on-site and remote WebEx.
  - Does not include Crystal Report Writer training that will be provided as part of the Report Development Workshops.

For each of the functionality releases, initially identified as Release 1 through 5 below, the Scrum Team will collaboratively generate the record types, scripts, workflows, reports, historic data conversions, testing, training and support necessary to add the required functionality:

Release 2: Intrastate Application Processing

1. General Commodities (GC) Authority Original, (Form P 371-GC)
2. Household Goods (HHG) Authority Original, (Form P 371-H)
   a. HHG Statewide
   b. HHG Local
   c. HHG Contract
   d. GC Statewide
3. General Commodities (GC) Authority Transfer, (Form P 383-T)
4. Household Goods (HHG) Authority Transfer, (Form P383-T)
5. Motor Carrier Name Change, (Form P 381-T)
6. Motor Carrier Information Update, (Form P-002-NOC)
7. GC Authority TD/PD Approval, (Form P 382-T)
8. GC Authority TD Reinstate Approval, (Form P 382-T)
9. Household Goods (HHG) Authority Temporary Discontinuance (TD)/(Permanent Discontinuance (PD) Approval, (Form P 382-T)
   a. Statewide
   b. Local
   c. Contract
   d. GC Statewide
10. Household Goods (HHG) Authority TD Reinstatement Approval, (Form P 382-T)
    a. Statewide
    b. Local
    c. Contract
    d. GC Statewide

Release 3: Vehicle Registration Processing

1. Equipment List, (Form P 344-T)
2. Vehicle Lease, (Form P 341-T)
3. 72 Hours Special Identification (SID) cards, (Form P 347-T)

Release 4: Renewal Processing

1. GC Intrastate (no interstate Unified Carrier Registration (UCR))
2. HHG All Intrastate (regardless of interstate UCR)
3. TD GC Intrastate (no interstate UCR)
4. TD HHG All Intrastate (regardless of interstate UCR)

Appendix C: Project Assumptions

Release 5: General Business Functions

1. Walk- in receipt processing
2. Cash Log Processing
3. UCR Registered/Unregistered Update Processing
4. Insurance Processing
5. Complaints Processing
    a. Safety, (Form P-Complaint)
    b. HHG, (Form P-Complaint)
    c. Authority (none, other fitness issues) , (Form P-Complaint)
    d. Insurance (informal complaints create from insurance processing)
6. Household Goods (HHG) Authority Annual Report Data Collection Processing (Form P-604)
7. Bad Check Processing
8. ListServ (Email address processing)
9. Special Searches
10. Reports – (includes anything that can be printed from the system)
    a. Scrum Team will develop the report list, and a mutually agreed upon number of report designs.
    b. Two (2) days of Report Development Workshop Planning and Preparation.
    c. 8 days of onsite Report Development Workshops and Crystal Report writer training (2 visits)
    d. Accela to develop 9 reports, 3 each of easy, medium and hard.
    e.
11. Historical Data Conversions, including:
    a. Existing Databases
    b. Spreadsheets
    c. Word Documents and Workflows
    d. Scanned Documents

Release 6: Go-Live and Production Support

Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage.

In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment. Accela will generate the record types, scripts, workflows, reports, historic data conversions, testing, training and support necessary to move the new functionality into production and make it usable by internal and external users.

The following outputs and responsibilities will be executed by Accela for this deliverable:

9. Two (2) days of Deployment support prior to moving to Production
10. Accela Automation promote to Production environment for Agency daily use
11. Provide off-site resources to support the move to Production effort
12. With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production
13. Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
14. Accela will provide 14 calendar days of Production support at which time a formal transfer of ongoing support of the client to the CRC will be conducted. The CRC will then assume responsibility of addressing any post production issues that require remediation.

Appendix C: Project Assumptions

ACCEPTANCE CRITERIA

The acceptance criteria for each Release and Sprint will be detailed during each respective Release and Sprint planning session.

The acceptance criteria for the final delivery (Final Acceptance) of this project is as follows:

4. The product incorporates the functionality described in the product road map, and satisfactorily passes User Acceptance Testing. Note that the original product road map is included in this document, but may be modified during the Agile Scrum development process by the State's Product owner with the mutual agreement of the Contractor and Scrum Team.
5. The system is promoted to "production" for daily use by the Agency and public users.
6. Formal Accela support of the system is transitioned to the Accela Customer Resource Center (CRC).

PAYMENT SCHEDULE

This is a firm fixed-price agreement and the total payment amount reflects the work required to complete the fully functional system described in this SOW. Payment will be made for each respective Sprint following its completion, testing and acceptance in accordance with each respective Sprint's acceptance criteria.

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

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices. The price for the functionality of each Release under the initial road map is as follows:

Release 1:	Project Planning and Initiation	$52,281
Release 2:	Intrastate Application Processing	$ 130,702
Release 3:	Vehicle Registration Processing	$78,421
Release 4:	Renewal Processing	$78,422
Release 5:	General Business Functions	$104,562
Release 6:	Go-Live and Production Support	$78,422*
Total		**$ 522,810**

*The Release 6 payment amount shown above reflects both the value of the Release 6 functionality as well as an amount equal to a ten percent (10%) hold back of Releases 1 through 5. The Release 6 payment amount will be released to Contractor after the State has granted both Release 6 Sprint functionality acceptance and Final Acceptance of ALL sprints, releases, services and deliverables.

Regardless of whether the Scrum team makes functionality adjustments during the Release and Sprint planning sessions, the total price of this SOW shall not exceed $522,810.00 and the amount of system functionality shall not be decreased without a contract change notice processed through DTMB Procurement.

EXPENSES

Appendix C: Project Assumptions

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

PROJECT CONTROL AND REPORTS

During Release 1, the State's Certified Product Owner and Certified Scrum Master(s) will work with the Accela Certified Scrum Master to design the project artifacts and to outline future project reporting responsibilities.

INITIAL PROJECT SCHEDULE

This proposed project schedule will be updated during Release 1 to reflect the actual start date and revisions made to the product road map and release schedule.

	Task Name	Duration	Start	Finish	Predecessors
1	**Release 1: Project Planning and Intiation**	**30 days**	**Mon 9/22/14**	**Fri 10/31/14**	
2	Sprint 1	10 days	Mon 9/22/14	Fri 10/3/14	
3	Sprint 2	10 days	Mon 10/6/14	Fri 10/17/14	2
4	Sprint 3	10 days	Mon 10/20/14	Fri 10/31/14	3
5	**Release 2: Intrastate Application Processing**	**30 days**	**Mon 11/3/14**	**Fri 12/12/14**	
6	Sprint 4	10 days	Mon 11/3/14	Fri 11/14/14	4
7	Sprint 5	10 days	Mon 11/17/14	Fri 11/28/14	6
8	Sprint 6	10 days	Mon 12/1/14	Fri 12/12/14	7
9	Block out dates for year end	15 days	Mon 12/15/14	Fri 1/2/15	
10	**Release 3: Vehicle Registration Processing**	**20 days**	**Mon 1/5/15**	**Fri 1/30/15**	
11	Sprint 7	10 days	Mon 1/5/15	Fri 1/16/15	
12	Sprint 8	10 days	Mon 1/19/15	Fri 1/30/15	11
13	**Release 4: Renewal Processing**	**20 days**	**Mon 2/2/15**	**Fri 2/27/15**	
14	Sprint 9	10 days	Mon 2/2/15	Fri 2/13/15	12
15	Sprint 10	10 days	Mon 2/16/15	Fri 2/27/15	14
16	**Release 5: General Business Functions**	**30 days**	**Mon 3/2/15**	**Fri 4/10/15**	
17	Sprint 11	10 days	Mon 3/2/15	Fri 3/13/15	15
18	Sprint 12	10 days	Mon 3/16/15	Fri 3/27/15	17
19	Sprint 13	10 days	Mon 3/30/15	Fri 4/10/15	18
20	**Release 6: Go-Live and Production Support**	**10 days**	**Mon 4/13/15**	**Fri 4/24/15**	
21	Sprint 14	10 days	Mon 4/13/15	Fri 4/24/15	19

PROJECT CONTACTS

The designated Agency Product Owners will be:

Names:	Ikechukwu N. Nwabueze, Ph.D. and Kirk Forbes
Department:	DLARA – Michigan Public Service Commission/Motor Carrier Division
Building/Floor	Suite 5
Address:	6546 Mercantile Way
City/State/Zip:	Lansing, MI 48911
Phone Number	517-241-6137
Fax Number	517-241-6031
Email Address	NwabuezeN1@michigan.gov

Appendix C: Project Assumptions

The designated DTMB Project Manager is:

Name:	Allen Drouare
Department:	DTMB – Enterprise PMO
Area:	Supporting LARA
Building/Floor	Phoenix / 3rd Floor
Address:	222 N. Washington Square
City/State/Zip:	Lansing, MI 48933
Phone Number	517-284-5311
Email Address	DrouareA@Michigan.gov

The DTMB Contract Administrator for this project is:

Name:	Jarrod Barron
Department:	DTMB – Procurement
Area:	IT Division
Building/Floor	Constitution Hall / 1st Floor
Address:	525 West Allegan Street
City/State/Zip:	Lansing, MI 48909
Phone Number	517-284-7045
Email Address	Barronj1@Michigan.gov

APPROVALS

By signing below, both the Department of Licensing And Regulatory Affairs – MPSC and the Contractor agree to this Statement of Work pending approval by DTMB Procurement and the State Administrative Board, if needed.

Contractor Accela, Inc	The State of Michigan Licensing And Regulatory Affairs (LARA) Michigan Public Service Commission (MPSC)
By: ____________________________	By: ____________________________
Name: ____________________________	Name: ____________________________
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________

Appendix C: Project Assumptions

APPENDIX A: Project Resources and Roles

Motor Carrier Division Resources

Motor Carrier Division must fill the appropriate roles with the appropriate personnel to work together with the Accela Project Team for these Services and that Motor Carrier Division will make available additional resources as needed for the Services to be successful. Motor Carrier Division roles can be filled by the same person. In addition, Motor Carrier Division will provide all necessary technical resources to make appropriate modifications within any Motor Carrier Division systems wishing to integrate with any Accela systems. These resources must be proficient in Motor Carrier Division coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Motor Carrier Division roles are clarified as follows:

Product Owner

- Responsibilities include:
- Communicating the vision of the product to the development team.
- Must also represent the Agency's interests through requirements and prioritization.
- The Product Owner is the single individual who has project knowledge and the authority to make decisions.
- Because the Product Owner has the most authority of the three primary roles, it's also the role with the most responsibility.

Assistant Program or Project Manager / Scrum Master

Program Management responsibilities:

- Manages planning process
- Manages overall program schedule
- Drives multiple releases/projects
- Facilitates Release Planning & Retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment & mitigation
- The Role is a peer to the Product Manager and the Engineering Manager on the release/project
- Educates/Enforces agreed upon processes & methodology rules
- Educates/Enforces roles and responsibilities

Scrum Master Responsibilities:

- Manages 1 sprint at a time
- Facilitates Sprint Planning, Review & Retrospective
- Finds and works to remove roadblocks
- Helps to motivate the team and keep them excited
- Protects team from outside distractions
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized and up to date
- Drives the cross-functional team at all levels
- Drives the execution of sprint items
- Responsible for throughput (team velocity)

Appendix C: Project Assumptions

Development Team

The Development Team is responsible for delivering the product at the end of each Sprint (the Sprint Goal). A Team is made up of individuals with cross-functional skills who do the actual work (analyze, design, develop, test, technical communication, document, etc.).

Accela Resources

Accela will assign key Professional Services resources for this engagement with Motor Carrier Division. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Accela's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Motor Carrier Division resources assigned to the effort.

Project Executive

The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Motor Carrier Division Executives monthly or upon request throughout the duration of the project.

Program or Project Manager / Scrum Master

- Program Management responsibilities
- Manages planning process
- Manages overall program schedule
- Drives multiple releases/projects
- Facilitates Release Planning & Retrospective
- Provides access to tools and people
- Owns all action items for the project until he/she finds the right owner
- Owns reporting on project status, to all directions
- Coordinates other release support
- Responsible for risk assessment & mitigation
- The Role is a peer to the Product Manager and the Engineering Manager on the release/project
- Educates/Enforces agreed upon processes & methodology rules
- Educates/Enforces roles and responsibilities

Scrum Master Responsibilities:

- Manages 1 sprint at a time
- Facilitates Sprint Planning, Review & Retrospective
- Finds and works to remove roadblocks
- Helps to motivate the team and keep them excited
- Protects team from outside distractions
- Facilitates communication between roles for every aspect of the project
- Responsible for keeping release/project information consolidated, organized and up to date
- Drives the cross-functional team at all levels
- Drives the execution of sprint items
- Responsible for throughput (team velocity)

Development Team

The Development Team is responsible for delivering the product at the end of each Sprint (the Sprint Goal). A Team is made up of individuals with cross-functional skills who do the actual work (analyze, design, develop, test, technical communication, document, etc.).

Appendix C: Project Assumptions

Appendix B: Project Assumptions

General Assumptions

Scope and Timeline

- Motor Carrier Division and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- "Go live" (system is in production) timeline assumes timely completion of Motor Carrier Division deliverables (including finalization of requirements / use cases / product catalog), availability of key Motor Carrier Division resources, and collaboration and availability of any third-party vendor resources.

.

Training

- All on-site Accela-led training will be conducted at Motor Carrier Division facilities unless the training is one day or less in which case it may be conducted via WebEx.
- Motor Carrier Division will provide adequate training rooms/space with sufficient computing capability and network access as needed.
- Motor Carrier Division project team will provide the necessary staff resources to complete training needs analysis and assist with training planning.
- Motor Carrier Division is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule.
- Motor Carrier Division will be responsible for all end user training including training logistics, training scheduling, and the printing of training materials. Motor Carrier will confirm the total number of training rooms needed for the project duration after Motor Carrier Division approval of the draft training strategy.
- Motor Carrier Division users will have basic computer skills. Accela is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills for Motor Carrier Division resources include:
  - End users – proficient in Windows environment and Internet environment, as well as working knowledge of Motor Carrier Division business processes and functions.
  - Technical staff – in addition to the above skills, technical users should have knowledge of:
    - Moderate to advanced technical knowledge of database design, database usage, syntax management, and java scripting.
    - Familiarity with existing system source data
    - Familiarity with existing system design and structure
    - Crystal Reports

Testing

- The project team is responsible for testing the initial configuration of system
- During each sprint, Motor Carrier Division is responsible for writing User Acceptance Test Instructions. Accela will provide templates and samples so that Motor Carrier Division does not have to start from scratch.
- During each sprint, Motor Carrier Division staff are responsible for User Acceptance Test and System Integration Testing

Go Live and Go Live Support

- "Go Live" definition is that purchased Accela software is up and running in a production environment. If the Motor Carrier Division moves to production, i.e. "Goes Live" it is deemed to have accepted the product (see "Acceptance" in Services Agreement) and shall comply with any payment obligation for "Move to Production". There may be post go-live issues that are being supported during this time; however any financial obligations Motor Carrier Division may have to Accela based on "Go live", commence on the date the software is available in production. Accela consulting resources will support Motor Carrier

Division after "Go Live", until such time that Motor Carrier Division is transferred to support (21 calendar days in production). There will be an additional payment milestone associated with the transition to support.

Project Completion

- The project is complete once the transition to Accela's support (CRC) has been completed. If applicable, the specific deliverable acceptance process and financial obligation for "transition to CRC" or "project completion" will commence on the date the transition to Accela's CRC. Transition to CRC will occur once all High Priority go-live issues have been resolved and all contractual obligations have been met.

Project Resourcing Assumptions

Motor Carrier Division Resourcing

- Motor Carrier Division will provide a dedicated Scrum Master throughout the course of the implementation.
- Motor Carrier Division's Scrum Master will maintain primary responsibility for the scheduling of Motor Carrier Division employees and facilities in support of project activities.
- Motor Carrier Division has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- Motor Carrier Division agrees before Sprint 0 of the project to assign a single designated approver for each major project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Motor Carrier Division may make changes to the designated approvers with written notification to Accela prior to the start of the Sprint that will fall under the authority of the new designated approver. The intent is to have the designated approver involved in the Sprint that they are responsible for approving.
- Motor Carrier Division will provide access to subject matter experts and decision makers in a timely fashion during all sprint cycles
- Throughout the project lifecycle, Motor Carrier Division will commit project sponsors and all necessary stakeholders and SME's as necessary to complete a sprint or release.
- It is assumed that resource availability will not be an impediment to sprint velocity (team productivity).
- The Agile Scrum development process is meant to be very rapid. The team should strive to make immediate design decisions (not days). The Product Owner and Project Team will be empowered to make decisions on behalf of the entire division when necessary to maintain sprint velocity. The team members that are active in the process are authorized to make decisions.

Accela Resourcing

- The Agile Scrum development process works the best when all of the team members are co-located. This will not always be possible for this project. The Accela team will travel and be physically on site up to twelve (12) times during the development. Additional on-site consulting will be at the mutual agreement of Motor Carrier Division and Accela Project Manager.
- Daily scrums and regular meeting times will utilize WebEx, video conferencing, and open phone lines.
- Accela PM will attend Motor Carrier Division executive steering committee meetings as requested by Motor Carrier Division.
- In the pricing, Accela has assumed the appropriate resourcing to ensure deployment success for the scope outlined. Significant additional support requested by Motor Carrier Division over this level of resourcing would necessitate a change order that could impact the cost of the project.
- Accela will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with the Statement of Work and further defined in Sprint 0. To support the implementation of the Accela Automation software at Motor Carrier Division, Accela will provide Project Management services throughout the project.

Third Party Resourcing

Appendix C: Project Assumptions

- Accela is not responsible for impacts to project timeline created by dependency on Motor Carrier Division third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Motor Carrier Division third party consultant actions (including availability) resulting in additional time or scope.

Accela Solution Assumptions

General

- Accela will implement the Accela Automation subscription service in accordance with the terms of the subscription agreement. The implementation will be based upon the feature set available in Accela Automation version 7.3. New features deployed by Accela in the subscription service during the project will be left turned off for Motor Carrier Division. New features will be reviewed as released Motor Carrier Division and Accela to determine feasibility and impact of incorporating the change into the project plan. If there is minimal impact to the project or project timeline every effort will be made to incorporate the new features.
- For use with Accela Citizen Access, Motor Carrier Division will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or ACH.
- Motor Carrier Division is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications to support the implementation.
- Accela will be responsible for implementing a current functioning version of the application software at Motor Carrier Division
- Motor Carrier Division will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Motor Carrier Division will provide Accela with access to test and development environments for each Motor Carrier Division system that requires integration with Accela Automation.

Data Conversion

The following information provides detail related to the scope of Accela's data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope, and may be addressed through a change order for Accela services.

General Information AND Requirements for Historical Conversions

- The standard data conversion includes the conversion of transactional data to the Accela Automation database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- Accela and Motor Carrier Division will perform unit testing of the conversion program including spot checks of the data within Accela Automation in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by Motor Carrier Division is required in order to ensure accurate transfer of data.

Data Conversion Assumptions

- "As-Is" Approach: Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Automation. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation "As-Is". All data cleanup must occur prior to execution into Accela Automation.

Appendix C: Project Assumptions

- Accela Data Conversion Tools: Data will be mapped and converted utilizing Accela's Extract, Translate and Load ("ETL") toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.
- Accela will use the Standard Data Conversion tools. Agency will be responsible for all data scrubbing efforts. Migration templates will be provided to the Agency so that they can provide DOS data for load into Accela Automation
- Acceptable Data Formats: It is expected that the conversion source data will be provided as a delimited flat file format.

Standard Document Migration

- The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Automation EDMS systems. In the event a 3rd party EDMS is used by Accela Automation, it is still possible to convert documents if the 3rd party interface supports the create method.
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that the files exist in a database they must be extracted into a windows file system prior to be evaluated for conversion.

Appendix C: Project Assumptions

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK
Agreement to Change Contract Number: 071B3200042
Between the State of Michigan and Accela, Inc.

Project Title: **LARA – Plan Submission and Review for Health Facilities**	**Period of Coverage:**
Requesting Department: **LARA –Bureau of Health Care Services – Health Facilities Engineering Section**	**Date:** **September 11, 2014**
Agency Project Manager: **Larry Horvath**	**Phone:** **(517) 643-5165**
DTMB Contract Compliance Inspector: **Celeste Sickles**	**Phone:** **(517) 284-5345**

HFES SOW V9.2

BACKGROUND:

The current contract (071B3200042) between Accela, Inc. and the State of Michigan provides the Accela Automation suite of software products as an enterprise-wide contract available to all State Agencies. All of the terms and conditions of the original agreement, as modified by Change Notice 1 (Base Contract), will remain in effect.

The agreement herein requests changes to the original instance of the software that is currently being installed for LARA Bureau of Construction Codes (BCC). This change will add the capability for the LARA Bureau of Health Care Services (BHCS), Health Facilities Engineering Section (HFES) to automate its Plan Review functions.

Appendix C: Project Assumptions

PROJECT OBJECTIVE:

The intent is that Accela, Inc will add record types, configure plan types, add scripts and any other necessary configurations to the Accela Automation LARA BCC system to allow the HFES to receive, review, and process plans related to health facilities in the State of Michigan.

The following functionality will be added for HFES:

1. Submittal/Portal
   a. Notification of new documents
   b. Submitter access to comments and marked up plans when review is completed
2. Plan Review
   a. Define and manage the workflow
   b. Standard Accela Electronic Document Review (EDR) markup
   c. Provide Accela Automation standard plan review, comments, and tracking functionality
3. Document Retention

This functionality will be tightly integrated with the original BCC plan review functionality currently being configured. There is an additional (separate) Statement of Work being submitted for the Bureau of Fire Services (BFS) which will also require that the plan review functionality be tightly integrated with BCC and HFES. It is envisioned that there will be only one "Plan Submission" function on the Accela Citizen Access portal that will receive plans for each of these business areas.

Please see Appendix A which includes project assumptions.

SCOPE OF WORK, DELIVERABLES AND ACCEPTANCE CRITERIA

In support of the implementation effort as described above, Accela will provide the following detailed implementation services. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

Deliverable 1: Project Initiation
Deliverable 2: Accela Automation setup – (Accela Cloud)
Deliverable 3: To-Be Analysis Sessions
Deliverable 4: To-BE Analysis Document(s)
Deliverable 5: Accela automation Solution Foundation – Facilities Engineering Section
Deliverable 6: Business Process Validation, Automation and Scripting
Deliverable 7: Report Specification
Deliverable 8: Report Workshop and Development
Deliverable 9: Accela Citizen Access configuration
Deliverable 10: V360 User Experience
Deliverable 11: EDR Installation and Analysis
Deliverable 12: EDR Configuration and Workstation Install
Deliverable 13: Training
Deliverable 14: User Acceptance Testing (UAT)
Deliverable 15: Production Support

Appendix C: Project Assumptions

For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

Deliverable 1: Project Initiation

The Project Initiation process, Deliverables, Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria will follow the guidelines as set forth in the Base Contract:

The following will be executed for this deliverable:

- Project Charter
- Project Plan and Schedule
- Project Status Report Template
- Project Sharepoint Site
- Project Kickoff Presentation
- Training Plan

Deliverable 2: Accela Automation setup – (Accela Cloud)

The Accela Automation Setup Deliverables, Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria will follow the guidelines as set forth in the Base Contract except as clarified below:

- This Deliverable is defined as the setup of the Accela Automation software in the Accela Cloud environment, such that Agency can log into the system and verify that the software is available.
- Setup of the Accela Automation software, to include development and test environments, in the Accela Cloud
- Demonstration of an operational Accela Automation environment

Acceptance Criteria:

- Confirmation of ability to log into the vendor-hosted Accela Automation software.

Deliverable 3: To-Be Analysis Sessions and
Deliverable 4: To-BE Analysis Document

To-Be Analysis is comprised of the activities required to define the Accela Automation Solution Foundation for the Agency and is defined in the Base Contract. The key output of the process are To-Be Analysis Document(s).

The To-Be Analysis Document(s) include detailed information on the Agency's business processes to be configured in the Accela Automation Solution Foundation, including the following topics:

- Process Overview
- Intake Process, user defined and required fields
- Required/Optional Review Tasks
- Issuance requirements
- Workflow and processing requirements
- Fee's – types, processing and schedules
- Citizen Portal (Accela Citizen Access) specific to online submittal, inquiry, inspection scheduling and fee payments

The To-Be Analysis Sessions and To-Be Analysis Document(s) will include the high-level requirements related to the following deliverables:

- Deliverable 6: Business Process Validation, Automation and Scripting
- Deliverable 8: Report Workshop and Development
- Deliverable 10: V360 User Experience

However, the specifics for each deliverable will be discovered and documented later in the project as they are dependent on the completion of the Solution Foundation milestone. (Example: Discovery of Agency requirement for a Receipt Report is documented during Phase 2: To-Be Analysis, however, the specific report specification and requirements is completed in the Report Specification deliverable).

A total of two (2) Business Processes types are in scope for this project. The associated Record Types(2) will include Application and Amendment types.

The Project Team, consisting of representatives from both Accela and the Agency, will conduct a formal review of the To-Be Analysis Documents for the purpose of approval and sign-off on the deliverable.

In order to develop the content for the To-Be Analysis Document(s), Accela will work closely with designated Agency personnel and will conduct analysis sessions to capture the "to-be" required business processes.

The two (2) business processes identified as in scope are:

1. Document Review Application
2. Document Review Amendment

At the onset of the To-be Analysis sessions, Accela will provide the Agency with one or more Best Practice Templates for each business process. Together, Accela and the Agency team will select the BPT that most closely aligns with the Agency's desired solution.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Automation.
- Review the developed business process as a basis for configuration in Accela Automation's workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Automation.
- Collect employee names and associated roles and identify user group setups.
- Review the collected document intake requirements, forms, and data fields for each process.
- Review the collected document output requirements (documents/letters/reports).

Accela's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with the Agency Project Manager and according to the agreed upon Project Plan. In terms of specific output, the following will be executed for this deliverable:

- To-Be Analysis data gathering activities including workshops, interviews and web conferencing sessions.
- To-Be Analysis Document

The "To-Be" Analysis and Analysis Document Deliverables, Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria will follow the guidelines as set forth in the Base Contract (Deliverable 3A & 3B Configuration Analysis) except as clarified below:

- Conduct meetings via email, web conference, phone and in person to gather and validated analysis input.
- To-Be Analysis Document will be developed by Accela based on the information gathered herein. This document will serve as the 'blueprint' for Department processes throughout the implementation project.
- Upon completion of the document(s), Accela will conduct a formal review with Agency for the purpose of approval and sign-off on the deliverable.
- To facilitate the approval process, Accela will configure up to 50% of the Application and Amendment in order to provide a prototype of the solution for the mutually agreed upon To-Be process, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency.

Acceptance Criteria Clarified:

- Review To-Be Analysis Document(s) and validate that the content accurately reflects the business processes data that will be included in the Accela Automation Solution Foundation.
- Agency will have two (2) business days to conduct initial review of the To-Be Analysis Document(s). If no changes or comments are requested within the two (2) days, the To-Be Analysis Document(s) is considered approved by the Agency. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have two (2) business days for acceptance.

Deliverable 5: Accela Automation Solution Foundation

Accela will provide professional services to develop the Accela Automation Solution Foundation in accordance with requirements established and agreed upon during the execution of the To-Be Analysis activities. Accela will produce a detailed, technical Solution Foundation Document(s) that represents the entire foundation of the system, for each module. This document will be delivered for review with the completed solution.

Accela will provide professional services to develop the Solution Foundation of the Accela Automation product in accordance with requirements established and documented in Deliverable: To-Be Analysis Document(s).

In terms of specific output, the following will be executed for this deliverable:

- Completed Foundation of Accela Automation Solution that supports the To-Be Business Processes documentation
- Accela Automation Solution Foundation Document

Accela Responsibilities:

- Configure the foundational components as defined in the To-Be Analysis Document(s).

Agency Responsibilities

- Provide responses to Accela's request for information which meet the timeframes identified in the project schedule.
- Make available the appropriate Agency key users and content experts to participate in solution configuration of the system in an effort to learn about the system and facilitate in knowledge transfer.
- Work with Accela to verify that the system meets the foundational requirements documented in the To-Be Analysis Document(s).
- The Agency will test the system for purposes of validating the configuration.

Acceptance Criteria:

- Review and approve that the Accela Automation Solution Foundation meets the requirements documented in the approved To-Be Analysis Document(s).
- Agency will have two (2) business days to conduct initial review of the Solution Foundation. If no changes or comments are requested within the two (2) days, the milestone is considered approved by the Agency. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have two (2) business days for acceptance.

Appendix C: Project Assumptions

<u>Deliverable 6: Business Process Validation and Automation and Scripting</u>

During the configuration analysis phase of the implementation project, Accela will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) script and Expression development. Accela will work with key Agency project stakeholders to identify the business rules/processes to be automated. Accela will work with Agency to identify desired EMSE and Expression functionality and subsequently help prioritize the needs to determine which will be developed by Accela and which scripts can be developed by the Agency. The scripts and expressions developed by Accela can be used as models whereby Agency staff can develop and modify additional EMSE scripts and expressions as needed. Accela will provide up to 32 hours of scripting assistance.

Prior to the development of a script, the Agency will approve a design specification document that will be created jointly by the Agency and Accela. The approved document will be used as a basis for determining completion and approval of the deliverable.

In terms of specific output, the following will be executed for this deliverable:

- ➢ Prioritized list of desired EMSE scripts and Expressions (MS Excel/Word)
- ➢ EMSE and Expression script specifications for scripts to be developed by Accela (MS Excel/Word)
- ➢ Demonstrated operability of scripts in support environment per the design document specifications

The Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria for this deliverable will follow the guidelines as set forth in Section 1.104 Deliverable 5 of the original agreement except as clarified below:

- ➢ Provide 32 hours of Scripting Assistance.
- ➢ Acceptance Criteria - Review and acceptance of design document with written sign-off from the Agency.

<u>Deliverable 7: Report Specifications and</u>
<u>Deliverable 8: Report Development</u>

The definition and process of creating reports is defined in the Base Contract. The Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria for this deliverable will follow the guidelines as set forth in Section 1.104 Deliverable 14 of the original agreement except as clarified below:

Accela will develop up to five (5) documents/letters/reports from those identified by the Agency as required for the new system, and will develop reports based on the following breakdown:

- Three (3) of Medium Complexity
- Two (2) of Low Complexity

Reports are classified by level of effort: high, medium, and low.

High is defined as a report containing significant calculation and/or extensive detail and number of fields – for example a financial statistical report or complex permit. The majority of reports require a ‘medium’ level of effort, which is defined as a report displaying non-calculated and minimal calculated data fields. Reports with a low level of effort are typically letters or notices that contain contact information and basic application data.

<u>Deliverable 9: Accela Citizen Access Configuration</u>

The description of the ACA configuration is described in the Base Contract. The Accela Responsibilities, Agency Responsibilities, and Acceptance Criteria for this deliverable will follow the guidelines as set forth in Section 1.104 Deliverable 18 of the original agreement except as clarified below:

This deliverable is for the setup and configuration of Accela Citizen Access (ACA) on the Agency Support site per the Requirements gathered in the To-Be Analysis Phase. Accela will work with the Agency representatives to validate and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public. The following items may be included in analysis / configuration of ACA:

- Integration into existing Agency website and integrate with BCC and BFS plan review functions
- Text Settings, including disclaimers, help text and watermarks
- Security Settings
- Form Layout
- User registration settings
- User rights and permissions

In terms of specific output, the following will be executed for this deliverable:

- Accela Citizen Access Wireframe Specifications Document (MS Word)
- Configure ACA for [English Only] language versions

Accela Responsibilities:

- Setup Accela Citizen Access in Dev environments
- Assist agency in set up and validation of merchant account integration
- Work with the Agency to determine which services to expose to the public via Accela Citizen Access
- Create configuration specification for Accela Citizen Access based on analysis with the Agency
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access

Agency Responsibilities:

- Obtain a merchant account, and deploy an internet-enabled payment engine – done as a part of BCC project
- Validate that the configuration specification for Accela Citizen Access meets Agency requirements based on details from the Configuration phase of the project
- Perform testing of all Online Record types for purposes of validating the configuration

Acceptance Criteria:

- Accela Citizen Access Configuration Analysis Document provides details of all configuration elements based on Accela Automation back office configuration
- The base configuration of Accela Citizen Access is configured as documented in the approved Accela Citizen Access Configuration Specification Document.
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s)

Acceptance Review Period:

- Two (2) business days

Deliverable 10: V360 User Experience

V360 User Experience is comprised of the fine-tuning of the User Interface ("look and feel") of the system, usability and security. This portion is completed prior to User Acceptance Testing to provide a more refined view of the system and assistance with system acceptance for new users. Accela will use the completed configuration and standard, best practice V360 User Interface as a starting point for analysis and documentation of desired look and feel of Accela Automation V360 user interface.

V360 User Console configuration will be accomplished through an onsite Workshop (4 days – 1 visit). This workshop will be used in order to accomplish the requested changes, in real-time, and provide ad-hoc training/knowledge transfer to Agency staff on the process of modifying the look and feel of Accela Automations V360 User Interface.

Information collected, and updated, during the workshop include detailed settings related to the following topics:

- User Consoles and Form Layout
- Navigation tools
- Search screens and data filtration tools

In terms of specific output, the following will be executed for this deliverable:

- Completion of Analysis workshops

Accela Responsibilities:

- Conduct sessions to capture the required look and feel functionality of the Accela Automation system during the Workshop with subject matter experts.
- Conduct Workshop to gather and validate analysis input.
- Build the user experience components as discovered during workshop.

Agency Responsibilities:

- Provide responses to Accela's requests for information which meet the time frames of the project schedule.
- Make available the appropriate Agency key users and content experts to participate in the user experience analysis.
- Complete any additional User Experience updates as desired by the Agency after the workshops are completed.
- Schedule participants and meeting locations for analysis workshop activities.
- All updates outside of the one workshop will be the responsibility of the Agency.

Acceptance Criteria:

- Completion of V360 User Experience Workshops.

Deliverable 11: EDR Installation and Analysis

In terms of specific output, the following will be executed:

- Install of Acrobat Configuration Files
- Installation of Accela Document Review Software on up to nine (9) workstations.
- EDR configuration document (MS Word)

Acceptance Criteria:

- Acrobat Configuration Files are installed
- Accela Document Review Software is installed on nine (9) workstations.
- Complete EDR Analysis configuration document detailing two (2) processes in the Analysis sessions above.

Acceptance Review Period:

- Two (2) business days

Appendix C: Project Assumptions

Deliverable 12: EDR Configuration and Workstation Install

In terms of specific output, the following will be executed:

- Configure EDR per approved EDR Configuration Document
- Develop 10 Custom Stamps

Acceptance Criteria:

- Completed configuration of EDR per configuration document
- Demonstration of working EDR functionality

Acceptance Review Period:

- Two (2) business days

Deliverable 13: Training

Accela will provide training for Agency staff that focuses on the administration, maintenance, augmentation, and daily use of its Accela Automation configuration. Our aim at Accela is to educate Agency resources on all aspects of Accela Automation in an effort to ensure the Agency is self-sufficient. The Training strategy uses a "Train-the-Trainer" approach whenever possible in order to ensure maximum efficiency for the training provided. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

The Accela and Agency Project Management team will create a Training Plan during the Initiation of the project. The Training Plan will identify both the Training courses and the anticipated schedule for their delivery.

In terms of specific output, the following will be executed for this deliverable:

- Seven (7) Days of on-site Training, Accela recommends the following but the State may at its option select the 7 days can be from any coursework normally provided by Accela.
    - Two and Half (2.5) days of Administrative Training
    - Two (2) days of Basic End User Training
    - One (1) day of Citizen Access Admin Training
    - One and Half (1.5) days of Electronic Document Review Training

Deliverable 14: User Acceptance Testing (UAT)

This deliverable is comprised of the assistance Accela will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables. Accela will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Accela will provide 1 Resource Onsite for 16 hours during UAT for the purpose of training support, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to his effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

Accela will guide and assist the Agency in addressing and rectifying issues discovered during the UAT process as Agency staff executes testing activities. It should be noted that Accela will plan for a total of 4 weeks to complete this deliverable.

In terms of specific output, the following will be executed for this deliverable:

- Resolution of issues resulting from Agency User Acceptance Testing
- Fully tested system that is ready to move to production for go-live
- Delivery of 1 Accela Resource onsite for two (2) days (one visit)

Accela Responsibilities:

- Provide recommendations on testing strategy and best practices.
- Guide the Agency on User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- Resolution of issues as a result of User Acceptance Testing activities.
- Provide at least two (2) days of onsite support

Agency Responsibilities:

- Provide responses to Accela's requests for information that meet the timeframes of the project schedule.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance test scripts.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

Acceptance Criteria:

- User acceptance of test results in accordance with approved configuration and specification documents.

Deliverable 15: Production Support

Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela and the Agency at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

In terms of specific output, the following will be executed for this deliverable:

- Two (2) days of Deployment support prior to moving to Production
- Accela Automation used in Production environment for Agency daily use

Accela Responsibilities:

- Provide off-site resources to support the move to Production effort
- With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
- Transfer ongoing support of the client and to the CRC to address any post Production issues that require remediation.

Appendix C: Project Assumptions

Agency Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring
- Provide responses to Accela's requests for information that meet the requirements of the project schedule.
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.

Acceptance Criteria:

- Deployment support prior to moving to Production
- Production system is first used by the Agency for daily use
- Formal transition from Services to CRC.

PROJECT CONTROL AND REPORTS:

The reporting for this project must follow the requirements of the Base Contract and will be tailored during the project initiation phase for this project's activities.

SPECIFIC DEPARTMENT STANDARDS:

No additional standards are identified.

Appendix C: Project Assumptions

PAYMENT SCHEDULE:

This is a firm fixed price agreement and payment will be made upon the satisfactory acceptance of each milestone or deliverable. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices must include the purchase order number and should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

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

Deliverable 1:	Project Initiation	$ 7,506.36
Deliverable 2:	Accela Automation setup – (Accela Cloud)	1,639.05
Deliverable 3:	To-Be Analysis Sessions	16,420.17
Deliverable 4:	To-BE Analysis Document	7,037.22
Deliverable 5:	Accela Automation Solution Foundation	16,889.32
Deliverable 6:	Business Process Validation and Automation and Scripting	9,382.95
Deliverable 7:	Report Specification	6,333.49
Deliverable 8:	Report Development	14,778.15
Deliverable 9:	Accela Citizen Access configuration	18,765.91
Deliverable 10:	V360 User Experience	1,876.59
Deliverable 11:	EDR Installation and Analysis	6,568.07
Deliverable 12:	EDR Configuration and Workstation Install	26,272.27
Deliverable 13:	Training	18,765.91
Deliverable 14:	User Acceptance Testing (UAT)	5,629.77
Deliverable 15:	Production Support	5,629.77
Total		**$ 163,495.00**

EXPENSES:

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

PROPOSED PROJECT SCHEDULE (May be modified during project initiation):

	Task Name	Start	Finish	P
1	Deliverable 1: Project Intiation	Tue 9/2/14	Mon 9/8/14	
2	Deliverable 2: Accela Automation setup - Accela Cloud	Tue 9/9/14	Mon 9/15/14	
3	Deliverable 3: To-Be Analysis Sessions	Tue 9/16/14	Mon 9/22/14	
4	Deliverable 4: To-Be Analysis Documents	Tue 9/23/14	Mon 9/29/14	
5	Deliverable 5 Accela Automation Solution Foundation	Tue 9/30/14	Mon 10/6/14	
6	Deliverable 6: Business Process Validation and Automation and Scripting	Tue 10/7/14	Mon 10/20/14	
7	Deliverable 8: Report Specification	Tue 10/21/14	Mon 10/27/14	
8	Deliverable 8: Report Development	Tue 10/28/14	Tue 11/4/14	
9	Deliverable 9: Accela Citizen Access configuration	Wed 11/5/14	Thu 11/13/14	
10	Deliverable 10: V360 User Experience	Fri 11/14/14	Mon 11/17/14	
11	Deliverable 11: EDR Installation and Analysis	Tue 11/18/14	Mon 11/24/14	
12	Deliverable 12: EDR Configuration and Workstation Install	Tue 11/25/14	Fri 11/28/14	
13	Deliverable 13: Training	Tue 10/21/14	Wed 10/29/14	
14	Deliverable 14: User Acceptance Testing (UAT)	Mon 12/1/14	Fri 12/5/14	
15	Deliverable 15: Production Support	Mon 12/8/14	Tue 12/9/14	

Appendix C: Project Assumptions

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name:	Larry Horvath
Department:	BHCS
Area:	Engineering
Building/Floor	Ottawa 1st Floor
Address:	611 Ottawa
City/State/Zip:	Lansing, MI 48909
Phone Number	517-242-4160
Fax Number	517-241-3354
Email Address	horvathl@michigan.gov

The designated DTMB Project Manager is:

Name:	Allen Drouare
Department:	DTMB – Enterprise PMO
Area:	Supporting LARA
Building/Floor	Phoenix / 3rd Floor
Address:	222 N. Washington Square
City/State/Zip:	Lansing, MI 48933
Phone Number	517-284-5311
Email Address	DrouareA@Michigan.gov

The DTMB Contract Administrator for this project is:

Name:	Jarrod Barron
Department:	DTMB – Procurement
Area:	IT Division
Building/Floor	Constitution Hall / 1st Floor
Address:	525 West Allegan Street
City/State/Zip:	Lansing, MI 48909
Phone Number	517-284-7045
Email Address	Barronj1@Michigan.gov

Appendix C: Project Assumptions

APPROVALS:

By signing below, both the Department of Licensing And Regulatory Affairs (LARA) and the Contractor agree to this Statement of Work pending approval by DTMB Procurement and the State Administrative Board, if needed.

Contractor Accela, Inc.	The State of Michigan Licensing And Regulatory Affairs (LARA)
By: ____________________________	By: ____________________________
Name: ____________________________	Name: ____________________________
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________

Appendix C: Project Assumptions

Appendix A: Project Assumptions

Accela Document Review

- Prior to Accela's configuration of Accela Electronic Document Review:
  - The Agency will have installed .Net Framework 4.0 Client Profile and Adobe Acrobat Pro software. Adobe Acrobat Pro must be purchased and installed separately for each Agency user who will be interacting with Accela Electronic Document Review for plan review and markups. The Agency will use the standard Accela installation for Adobe.
  - The Agency is using Accela Automation 7.3
- Accela will leverage buttons provided out of the box and provide training and instruction on the creation of custom buttons with links. Accela will provide one sample custom button for the purposes of training. The Agency will be responsible for creating any buttons that will be applied through configuration.

Scope and Timeline

- Health Facilities Engineering Section (HFES) and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- Deliverables not specifically described in this document are the responsibility of the Health Facilities Engineering Section (HFES).
- "Go live" (system is in production) timeline assumes timely completion of Health Facilities Engineering Section (HFES) deliverables (including finalization of requirements / use cases / product catalog), availability of key Health Facilities Engineering Section (HFES) resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Health Facilities Engineering Section (HFES) deliverables may adversely impact overall implementation timeline.
- Overall project plan will be mutually agreed to by Health Facilities Engineering Section (HFES) and Accela project managers prior to to-be analysis stage.
- Accela will provide Health Facilities Engineering Section (HFES) with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed for the upcoming weeks, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, Accela and Health Facilities Engineering Section (HFES) will escalate according to the Communication Plan in the Project Charter.
- Deliverables will be documented in Accela based templates using the Accela methodology. Sample templates are available to Health Facilities Engineering Section (HFES) upon request however the templates do not represent completed deliverables, they are just examples.

Training

- All on-site Accela-led training will be conducted at Health Facilities Engineering Section (HFES) facilities unless the training is one day or less in which case it may be conducted via webex.

Appendix C: Project Assumptions

- Health Facilities Engineering Section (HFES) will provide adequate training rooms/space with sufficient computing capability and network access as needed.
- Health Facilities Engineering Section (HFES) project team will provide the necessary staff resources to complete training needs analysis and assist with training planning.
- Health Facilities Engineering Section (HFES) is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Accela is not responsible for making alternative arrangements for missed training.
- Each department will receive the same core instruction, customized to the department and role.
- Health Facilities Engineering Section (HFES) will be responsible for all end user training including training logistics, training scheduling, and the printing of training materials. Health Facilities Engineering Section (HFES) will confirm the total number of training rooms needed for the project duration after Health Facilities Engineering Section (HFES) approval of the draft training strategy.
- Health Facilities Engineering Section (HFES) users will have basic computer skills. Accela is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills include:
- End users – proficient in Windows environment and Internet environment, as well as working knowledge of Health Facilities Engineering Section (HFES) business processes and functions.
  - Technical staff – in addition to the above skills, technical users should have knowledge of:
  - Moderate to advanced technical knowledge of database design, database usage, syntax management, and java scripting.
    - Familiarity with existing system source data
    - Familiarity with existing system design and structure
    - Crystal Reports
- Health Facilities Engineering Section (HFES) may request "make-up" or remedial training sessions for initial training provided during system deployment, via the Change Order process for estimated staff hours per session at the specified hourly rate for each training category.
- Workshops and training may be shared with other State of Michigan projects as long as the number of students does not exceed the max specified.

Testing

- Accela is responsible for testing the initial configuration of system
- Health Facilities Engineering Section (HFES) is responsible for writing User Acceptance Test Scripts. Accela will provide templates and samples so that Health Facilities Engineering Section (HFES) does not have to start from scratch.
- Health Facilities Engineering Section (HFES) staff are responsible for User Acceptance Test and System Integration Testing

Go Live and Go Live Support

- "Go Live" definition is that all the Accela software is up and running in production. If an Health Facilities Engineering Section (HFES) moves to production, i.e. "Goes Live" it is deemed to have accepted the product (see "Acceptance" in Services Agreement) and shall comply with any payment obligation for "Move to Production". There may be post go-live issues that are being supported during this time; however any financial obligations Health Facilities Engineering Section (HFES) may have to Accela based on "Go live", commence on the date the software is available in production. Accela consulting resources will support Health Facilities Engineering Section (HFES) after "Go Live", until such time that Health Facilities Engineering Section (HFES) is transferred to support (14 calendar days in production). There will be an additional payment milestone associated with the transition to support.

- In order to share subscription costs, the Health Facilities Engineering Section (HFES) will go live in the same "Accela hosted agency" as BCC. The BCC Go Live is a dependency for Health Facilities Engineering Section (HFES) to Go Live. Health Facilities Engineering Section (HFES) will implement a custom page flow in Accela Citizen Access that is relevant to the defined process during analysis.

Project Completion

- The project is complete once the transition to Accela's support (CRC) has been completed. If applicable, the specific deliverable acceptance process and financial obligation for "transition to CRC" or "project completion" will commence on the date the transition to Accela's CRC. Transition to CRC will occur once all High Priority go-live issues have been resolved and all contractual obligations have been met.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

June 10, 2014

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583	Julian Munoz	jmunoz@accela.com
	TELEPHONE	**CONTRACTOR #, MAIL CODE**
	(925) 659-3247	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	LARA	David Viges	517-241-9310	vigesd@michigan.gov
BUYER	DTMB	Jarrod Barron	517-284-7045	barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: **LARA – Construction Codes Software**			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2, one year	December 26, 2017
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			**AVAILABLE TO MiDEAL PARTICIPANTS**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	**EXERCISE CONTRACT OPTION YEAR(S)**	**EXTENSION BEYOND CONTRACT OPTION YEARS**	**LENGTH OF OPTION/EXTENSION**	**EXPIRATION DATE AFTER CHANGE**
☒ No ☐ Yes	☒	☐	2 years	December 26, 2019
VALUE/COST OF CHANGE NOTICE:		**ESTIMATED REVISED AGGREGATE CONTRACT VALUE:**		
$5,819,700.00		$10,216,815.00		
Effective June 10, 2014, this contract is hereby increased by $5,819,700.00 Please see the attached document for				

explanation of this change notice. Please note the buyer has been changed to Jarrod Barron. All other terms, conditions, pricing and specifications remain the same. Per vendor agreement, DTMB Procurement approval and the approval of the State Administrative Board.

Change Notice No. 2 to Contract No. 071B3200042

This Change Notice No. 2 (this "**Change Notice**") to Contract No. 071B3200042 (the "**Contract**") is entered into this 10th day of June, 2014 (the "**Effective Date**"), by and between the State of Michigan, Department of Technology, Management and Budget Procurement on behalf of the Michigan Department of Agriculture and Rural Development (collectively, the "**State**") and Accela, Inc. a California corporation ("**Contractor**"). This Change Notice memorializes the change from a State-hosted environment to the Accela-hosted environment and re-establishes Maintenance terms and conditions as to the scope of the Change Notice.

1. Definitions. For purposes of this Change Notice, in addition to the bold capitalized terms defined elsewhere in this Change Notice, the following terms shall have the meaning given to them below. All capitalized terms not defined in this Change Notice shall have the meanings given to them in the Contract.

"**Actual Uptime**" means the total minutes in the Service Period that the Managed Service is Available.

"**Availability**" has the meaning set forth in **Section 6.1**.

"**Availability Requirement**" has the meaning set forth in **Section 6.1**.

"**Available**" as the meaning set forth in **Section 6.1**.

"**Business Day**" means a day other than a Saturday, Sunday or State Holiday.

"**Change Notice**" has the meaning set forth in the preamble.

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

"**Contractor Hosting Manager**" has the meaning set forth in **Section 3.2**.

"**Confidential Information**" has the meaning set forth in **Section 11.1**.

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

"**Contractor Personnel**" means all employees and agents of Contractor, all subcontractors and all employees and agents of any subcontractor hired by Contractor, involved in the performance of Services.

"**Contractor Systems**" means the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor to provide the Services to the State. It does not include any systems or networks controlled by the State.

Appendix C: Project Assumptions

"**Critical Service Error**" has the meaning set forth in **Section 7.4(a)**.

"**End Users**" means all Persons authorized by the State to access and use the Software and Managed Services through the State's account under this Change Notice.

"**Documentation**" means all generally available documentation relating to the Managed Service or Software, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Software, including any functionality, testing, operation or use thereof.

"**Effective Date**" has the meaning set forth in the preamble.

"**Escrow Agent**" has the meaning set forth in **Section 16.1**.

"**Escrow Agreement**" has the meaning set forth in **Section 16.1**.

"**Exceptions**" has the meaning set forth in **Section 6.2**.

"**Fees**" has the meaning set forth in **Section 9.1**.

"**Force Majeure Event**" has the meaning set forth in **Section 15.1**.

"**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, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, 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 End User from accessing or using the Services or Contractor Systems as intended by this Change Notice, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"**High Service Error**" has the meaning set forth in **Section 7.4(a)**.

"**Initial Term**" has the meaning set forth in **Section 8.1**.

"**Intellectual Property Rights**" means any and all rights comprising or relating to: (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 goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) 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.

"**Low Service Error**" has the meaning set forth in **Section 7.4(a)**.

"**Maintenance Releases**" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor provides to the State as part of the Services, 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.

"**Medium Service Error**" has the meaning set forth in **Section 7.4(a)**.

"**Person**" means an individual, agency or department of the State of Michigan, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Personally Identifiable Information (PII)**" has the meaning set forth in **Section 10.1**.

"**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.

"**Resolve**" has the meaning set forth in **Section 7.2.** "**Scheduled Downtime**" has the meaning set forth in **Section 6.3**.

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

"**Service Availability Credits**" has the meaning set forth in **Section 6.5(a)**.

"**Service Error**" means any failure of any Managed Service to be Available or otherwise perform in material accordance with this Change Notice and the Specifications.

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

"**Service Period**" has the meaning set forth in **Section 6.1**.

Appendix C: Project Assumptions

" **Software**" means Contractor's Accela Automation, Accela Citizen Access, Accela GIS, and Accela Mobile software applications including any Maintenance Releases to such Software.

"**Support Service Level Requirements**" has the meaning set forth in **Section 7.4**.

"**Services**" has the meaning set forth in **Section 3.1**.

"**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 the specifications for the Services set forth in Appendices A and B of the Contract (Technical and Business Requirements) and in the Documentation provided by Contractor.

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

"**State Data**" has the meaning set forth in **Section 10.1**.

"**State Hosting Manager**" has the meaning set forth in **Section 3.2**.

"**Managed Service**" has the meaning set forth in **Section 3.1(a)**.

"**Support Request**" has the meaning set forth in **Section 7.4(a)**.

"**Support Services**" has the meaning set forth in **Section 7**.

"**Term**" has the meaning set forth in **Section 8**.

2. Modifications to Contract. The Contract shall be modified as followed:

2.1 Reactivation of Maintenance and Support. References to, and any terms and conditions applicable to, "Maintenance and Support" under the Contract are, by this Change Notice 2, made applicable as to the Contractor hosted environment as of the Effective Date. This Change Notice reactivates the Master Maintenance terms and conditions as to the Products and the scope of this Change Notice, including the reactivation of the "State's Obligations", as provided in Exhibit A, Sec. 4.1 of the Contract, as applicable to the GIS product.

2.2 Revision of Data Conversion Provisions. Appendix I to the Contract shall be mutually revised by the parties, as required by the change from the State-hosted to the Contractor-hosted environment, including but not limited to such database formatting, document conversion, formatting, storage, mapping as may reasonably be required for Contractor hosting specifications and protocols.

2.3 Professional Services. Contractor shall perform professional services for State as provided in the agreed Statement of Work, attached hereto as Exhibit A, and in accordance with this Change Notice No. 2.

3. Services.

3.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Change Notice and the Contract, Contractor shall provide to the State and its End Users the following services ("**Services**"):

(a) the hosting, management and operation of the Software for remote electronic access through the product and use by the State and its End Users and citizens served by State ("**Managed Service**");

(b) the Support Services as set forth in **Section 7**; and

(c) such other services to the extent specified in the Contract.

3.2 Hosting Managers. Both parties shall appoint and, in their reasonable discretion, replace, a specified employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of that party in matters pertaining to this Change Notice, including the initial testing and acceptance of the Managed Service and the submission and processing of Support Requests (each, a "**Hosting Manager**"). The initial State Hosting Manager is: Thomas Benner, Systems Manager, Michigan Department of Agriculture and Rural Development, (517) 284-5744, bennert9@michigan.gov. The initial Contractor Hosting Manger is: John Sasson, Director, Business Development, (925) 659-3239, jsasson@accela.com.

4. License Grant and Restrictions.

4.1 License. The Software is protected under the laws of the United States and the individual states and by international treaty provisions. Contractor retains full ownership in the Software and Managed Service and hereby grants to the State, a perpetual, royalty-free, fully paid, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

(a) The State may assign access credentials to designated End Users for the processing and support of any license or transaction regulated by the Michigan Department of Agriculture and Rural Development. Each such credential is assigned to a single individual, and the State remains responsible for all activities conducted using its user credentials and for its users' compliance with these terms, and further provided that the Accela Citizen Access Software is provided on a population basis and is intended to be accessed by the general public;

(b) The State shall not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software or Managed Service available to any third party, except as expressly permitted by this Change Notice or the Contract;

(c) The State shall not use or authorize the use of the Software or Managed Services or Documentation in any manner or for any purpose that is unlawful under applicable law.

(d) The State may access and use the Software, including in operation with other software, hardware, systems, networks and services not provided or maintained by Contractor, for the State's business purposes, including for Processing State Data, provided that Contractor's warranty does not cover any software, hardware, systems, networks or services not provided by Contractor;

(e) The State may not make any form of derivative work from the Software, although the State is permitted to develop additional or alternative functionality for the software using tools and/or techniques provided by Contractor;

(f) The State may 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 Services, provided that the State does not obscure, alter, or remove any confidentiality or proprietary rights notices therein or thereon;

(g) The State may prepare, reproduce, print, download and use a reasonable number of copies of the Documentation as may be necessary or useful for any use of the Services under this Change Notice, provided that the State does not obscure, alter, or remove any confidentiality or proprietary rights notices therein or thereon;

(h) The State may access and use the Software for non-production uses and applications as may be necessary or useful for the effective use of the Managed Service hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair; and

(i) All rights not expressly granted to the State are retained by Contractor.

(j) The Software may be installed on one or more computers in support of a single production instance, which includes use of the Software at either a primary processing site or a secondary site which would become the primary processing site as part of a disaster recovery. It also provides for use of the Software for testing at the secondary site concurrent with use at the primary site and for unlimited usage of web-based components used by the State's End-Users. The State may make backup copies to the Software to protect against destruction of the Software. State may copy all of the Software's supporting documentation for its use. State may not make any form of derivative work from the Software, although State is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to State by Contractor. If the State is no longer utilizing the Managed Service, and installs the Software on its own systems, Contractor may audit the State's use of the Software no more than once every twenty-four (24) months, to ensure compliance with these license terms. Such audit will be at the sole cost and expense of Contractor, including any costs incurred by the State, should the audit find that the State is in compliance with these license terms. Such audit will be performed solely at the State's facilities.

(k) In the event that Contractor ceases to license and/or support any product licensed to State ("Old Product") and releases a new product whose functionality, features and price are substantially similar to those of the Old Product ("Successor Product"), Contractor shall make the Successor Product available to the State in consideration of license fees already paid, provided that State ceases to use the Old Product and provided the State is current on Support and Maintenance.

(l) The license rights granted under this Section shall survive termination or expiration of this Change Notice or the Contract.

5. Service Preparation, Testing and Acceptance.

5.1 Service Preparation. Promptly upon the parties' execution of this Change Notice, Contractor shall take all steps necessary to make the Services procured hereunder ready and available for the State's use. Specifically, Contractor will a) commence and complete and implementation-related professional services to establish production, support, and test environments, as described herein; and b) provide appropriate access credentials to the State's designated technical contact indicating that the Software is available for the State's use, the date of provision of said credentials being the State's "Service Date" for purposes of designating the start of any term.

5.2 Testing and Acceptance. User Acceptance Testing (UAT) of all functionality for the Software and any other required modules will be tested by the State in a timely manner in the Contractor-hosted cloud environment as per the acceptance criteria set forth in of Exhibit A, attached hereto.

6. Service Availability and Service Availability Credits.

6.1 Availability Requirement. Contractor shall make the Managed Service 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 Managed Service (each such calendar month, a "**Service Period**"), at least ninety nine point nine percent 99.9% of the time, excluding only the time the Managed Service is not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Managed Service is available and operable for access and use by the State and its End Users. The Availability Requirement will be calculated on a calendar month basis as A=O/(M-E)*100, where A is Availability, O is the number of minutes during a given month for which the Service is available for use by Contractor's customer base, M is the number of minutes in said month, and E is the number of minutes of time during said month for which the Managed Service is not available for use by the State's customer base and which is attributable to the Exceptions defined below.

6.2 Exceptions. No period of Managed Service unavailability will be included in calculating Availability to the extent that such unavailability is due to any of the following ("**Exceptions**"):

(a) Planned maintenance of CEPAS, C3, State GIS Servers, and State-maintained network access to the Managed Service hosting facility; or

(b) Scheduled Downtime as set forth in **Section 6.3**.

6.3 Scheduled Downtime. Contractor shall notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Managed Service in whole or in part, other than during Contractor's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Eastern time, and will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, database modifications of a material nature, or maintenance which encroach upon the State's standard business hours ("**Scheduled Downtime**"). All such scheduled outages shall last no longer than four (4) hours, provided that Contractor may request the State's approval for extensions of Scheduled Downtime above four (4) hours and such approval by the State may not be unreasonably withheld or delayed.

6.4 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor shall provide to the State a report describing the Availability and other performance of the Managed Service during that calendar month and the calendar year-to-date as compared to the Availability Requirement and Specifications. The report shall 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 Managed Service relative to the Availability Requirement and Specifications; and (b) if Managed Service performance has failed in any respect to meet or exceed the Availability Requirement or Specifications 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 and Specifications are fully met.

6.5 Remedies for Service Availability Failures.

(a) If the Availability of the Managed Service is less than the Availability Requirement for any Service Period, such failure shall constitute a Service Error for which Contractor shall issue to the State the corresponding service credits as calculated on pro-rated monthly fees, as set forth below ("**Service Availability Credits**"):

Availability	**Credit**
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 6.5** will be applied in accordance with **Section 9.7**, but will not be refunded to the State, except where credits exist at the end of the final term, where no renewal has occurred, or if the State terminates for cause, in which case amount equivalent to the unapplied Credit(s) will be paid to State.

7. Support and Maintenance Services. Contractor shall provide Managed Service maintenance and support services (collectively, "**Support Services**") in accordance with the provisions of this **Section 7**. The Support Services are included in the Services, and Contractor shall not assess any additional Fees, costs or charges for such Support Services beyond the fees for the Managed Service. Not included in the Support Services are services required a) due to misuse of the Managed Service; b) to be performed by Contractor outside of usual working hours at the State's request; c) due to external factors including, but not necessarily limited to, the State's use of software or hardware not authorized by Contractor; or d) to resolve or work around conditions which cannot be reproduced in Contractor's support environment.

7.1 Support Service Responsibilities. Contractor shall:

(a) provide the State with a telephone number to contact the Customer Resource Center (CRC), Contractor's live technical support facility, which is available from 7:00 a.m. until 9:00 p.m. Eastern time Monday through Friday, excluding Contractor's observed holidays;

(b) provide the State with one or more electronic mail addresses to which State may submit routine or non-critical support requests, which Contractor will address during its regular business hours;

(c) provide the State with access to archived software updates and other technical information in Contractor's online support databases, which are continuously available;

(d) apply revisions of and enhancements to maintained software products to the State as such updates are generally-released by Contractor;

(e) respond to and Resolve Support Requests in a timely manner and as specified herein.

(f) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming.

(g) Contractor will provide revisions of and enhancements to maintained software products to the State as such updates are generally-released by Contractor. Upon expiration or termination of the Managed Service, Software updates will be delivered or made available to State for electronic download from Contractor's File Transfer Protocol ("FTP") site.

(h) Should State fail to renew its maintenance coverage or pay the applicable fees, Contractor reserves the right to withhold all support. If State resumes maintenance coverage after one or more periods without such coverage, State will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

7.2 Service Monitoring and Management. Contractor shall continuously monitor and manage the Managed Service to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management shall include:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Managed Service functions, servers, firewall and other components of Managed 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 Managed Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability;

(c) if Contractor receives knowledge that the Managed Service or any 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 Service outage in whole or in part: (A) notifying the State in writing through Contractor's support ticketing system or other standard notification process for hosted customers 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 specified in the Support Requests table (below); and 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.

7.3 Service Maintenance. Contractor shall continuously maintain the Managed Service to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include implementing in a timely manner. All updates, bug fixes, enhancements, new releases, new versions and other improvements to the Managed Service, including the Software that Contractor provides at no additional charge to its other similarly situated customers.

7.4 Support Requests and Escalation Processes. Contractor shall correct all Service Errors and respond to and resolve all Support Requests as set forth in Section 7.4(a), the Support Service Level Requirements.

(a) Support Requests. Contractor will classify State's requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State Hosting Manager shall notify Contractor of Support Requests by e-mail, telephone or such other means as the parties may hereafter agree to in writing.

Appendix C: Project Assumptions

Support Request Classification, Confirmation and Resolution Standards	**Description:** **Any Service Error Comprising or Causing any of the Following Events or Effects**
Critical Service Error Confirmation of receipt within One (1) business hour; upon confirmation of receipt, Contractor begins continuous work on the problem. Contractor will put forth its best effort to provide a workaround or fix or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with the issue diagnosis and testing during the resolution process.	• Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; or • Declared a Critical Support Request by the State and confirmed by Contractor as a Critical Error; Widespread access interruptions.
High Service Error Confirmation of receipt within four (4) business hours; Contractor will put forth its best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.	• **system response time is slow for normal operations**, or • **System response slow, day to day operations continue but are impacted.**
Medium Service Error Confirmation of receipt within One (1) business day; Contractor will put forth its best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.	• **A system feature is not operating to specification requiring additional user intervention**
Low Service Error Confirmation of receipt within two (2) business days; Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.	• Request for assistance, information, or services that are routine in nature. **Example: A field is mis-labeled or a help file is missing**

(b) Escalation. Contractor shall escalate Support Request to the appropriate Contractor support personnel, including, as applicable, the Contractor Hosting Manager and Contractor's management or engineering personnel, according to Contractor's established standard escalation processes.

(c) Support Service Failure. Failure of Contractor to remedy a Critical Service Error, as defined in Section 7.4(a) above, within three (3) business days shall constitute cause for Termination.

8. Term and Termination.

8.1 Term. The term of this Change Notice commences as of the Effective Date and will continue in effect until five (5) years from such date unless and until terminated as provided under this Change Notice or the Contract (the "**Term**").

8.2 Termination. This Change Notice may be individually terminated pursuant to the provisions of Sec. 2.150 of the Contract and as specifically provided in this Change Notice.

9. Fees.

9.1 Fees. Subject to the terms and conditions of this Change Notice, including the provisions of this **Section 9**, the State shall pay the fees set forth in the attached **Schedule A**, which shall be invoiced by Contractor in accordance with Section 2.044 of the Contract ("**Fees**"). Said Fees are based on services provided and not on actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except: (1) as noted in Section 6.5(b) (above), and (2) upon any termination for cause by State, Contractor will pay to State the pro-rata amount of the prepaid Hosted Service fees for the duration of the term remaining after the effective date of termination.

9.2 Payment Terms. Payment terms are set forth in the attached **Schedule A**.

9.3 Responsibility for Costs. Contractor shall be responsible for all costs and expenses incurred in or incidental to providing the Managed Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

9.4 Taxes. Unless otherwise indicated, all Fees and amounts set forth this Change Notice are not inclusive of taxes. The State shall be solely responsible for all sales, service, value-added, use, excise, consumption and any other taxes, duties and charges of any kind, if any, imposed by any federal, state or local governmental entity on any amounts payable by the State under this Change Notice, except those taxes assessable against Contractor based on its income, property, or employees.

9.5 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Change Notice, and will not imply the State's acceptance of any Services or the waiver of any warranties or requirements of this Change Notice, including any right to Service Credits.

9.6 Withhold Remedy. In addition and cumulative to all other remedies in law, at equity and under this Change Notice, if Contractor is in material default of its performance or other obligations under this Change Notice and fails to cure the default within fifteen (15) days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Change Notice, elect to withhold from the payments due to Contractor under this Change Notice during the period beginning with the sixteenth (16th) day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of the State, an amount that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Service that Contractor is not providing. Upon Contractor's cure of the default, the State will cause the withheld payments to be paid to Contractor, without interest.

9.7 Availability Credits. Contractor acknowledges and agrees that each of the Service Availability Credits assessed pursuant to **Section 6**: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the corresponding failure, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Change Notice or the Contract. No Service Availability Credits for any Service Period shall exceed the total amount of Fees that would be payable for that Service Period if the Services were fully provided in accordance with this Change Notice and the Specifications.

9.8 Right of Set-off. 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 the Contract or otherwise.

9.9 Support Not to be Withheld or Delayed. Contractor shall not withhold or delay any Managed Service or Support Services or fail to perform any other Services or obligations hereunder by reason of the State's reasonable withholding of any payment or amount in accordance with this **Section 9**.

10. State Data.

10.1 Ownership. The State's data ("**State Data**," which shall also be known and treated by Contractor as Confidential Information) shall include: (a) any and all information, data, materials, works, expressions or other content, including any that are (i) uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of the State or any End User for Processing by or through the Managed Service, or (ii) collected, downloaded or otherwise received by Contractor or the Managed Service for the State or any End User pursuant to this Change Notice or at the written request or instruction of the State or such End User; and (b) 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 listed herein. State Data is and shall remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 10.1** shall survive the termination of the Contract.

10.2 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 shall: (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 Change Notice, the 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 Change Notice, the Contract, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 10.2** shall survive the termination of the Contract.

10.3 Extraction of State Data. Throughout the Term, upon State request and not more than once per month, Contractor will provide the State with a copy of its data in an Oracle database dump file. Provision of the data on a more frequent basis will be made by Contractor at State request and at additional cost. Contractor shall, within thirty (30) calendar days of the completion of the Term, provide the State with a copy of its data in an Oracle data pump export, provided that the State pays all costs of and associated with such copying, as calculated at Contractor's then-current time-and-materials rates, and pays any and all unpaid and undisputed amounts due to Contractor.

10.4 Backup and Recovery of State Data. As a part of the Services, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted.

10.5 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor shall, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII, at the State's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting the Contractor's obligations of indemnification as further described in the Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State from backups described in **Section 10.4** above without charge to the State; and, (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. The State acknowledges that portions of the transmissions and processing of the State's electronic communications may occur within computer networks not owned or operated by Contractor; the State agrees that Contractor is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Contractor. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, 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 foregoing costs and indemnity obligations of Contractor shall not exceed the amount of two times the annual fees paid to Contractor by State for the annual term during which the loss occurs. This **Section 10.5** shall survive the termination of the Contract

11. Confidentiality. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this **Section 11** shall survive the termination of the Contract.

11.1 Meaning of Confidential Information. For the purposes of this Change Notice and the Contract, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom Of Information Act; (b) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Change Notice and the Contract, in all cases and for all matters, State Data shall be deemed to be Confidential Information.

11.2 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 the Contract or to use such Confidential Information for any purposes whatsoever other than the performance of the Contract. The parties agree to advise and require their respective employees, agents, and Subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a Subcontractor is permissible where: (a) use of a Subcontractor is authorized under the Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's responsibilities; and (c) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any Subcontractor may be required to execute a separate agreement to be bound by the provisions of this **Section 11**.

11.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall 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 shall 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 the Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

11.4 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 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, at the sole election of the non-breaching party, the immediate termination, without liability to the terminating party, of this Change Notice or the Contract.

11.5 Surrender of Confidential Information upon Termination. Upon termination of the Contract or this Change Notice, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor shall return State Data to the State following the timeframe and procedure described further in this Change Notice. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

12. Data Privacy and Information Security.

12.1 Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and, (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and shall at all times comply with all applicable State IT policies and standards, as more fully described at: http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

12.2 Redundancy, Data Backup and Disaster Recovery. Contractor shall, in accordance with the provisions of this **Section 12.2**, maintain or cause to be maintained the disaster avoidance procedures set forth in **Schedule B**, which are designed to safeguard the State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the Managed Service, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of **Section 15.1** shall not limit Contractor's obligations under this **Section 12.2**

12.3 Right of Audit by the State. Without limiting any other audit rights of the State, the State shall have 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 the Contract. During the providing of the Services, on an ongoing basis from time to time and with reasonable notice, the State, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

12.4 The State's Right to Terminate for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Change Notice or the Contract without limitation and without liability if the State reasonably determines that Contractor fails or has failed to meet its obligations under this **Section 12**.

13. Contractor Representations and Warranties.

13.1 Contractor represents, warrants and covenants to the State that:

(a) Contractor 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 Change Notice;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Change Notice does or to Contractor's knowledge as of the Effective Date at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or PII; (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 by the State or any End User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its obligations hereunder;

(c) as accessed and used by the State or any End User in accordance with this Change Notice and the Specifications, the Managed Service, Documentation and all other Services and materials provided by Contractor under this Change Notice will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Change Notice, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Change Notice, including the Availability and Availability Requirement provisions set forth in **Section 6**; and

(f) the Software and Contractor Systems are and will remain free of Harmful Code; and

(g) it will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Change Notice.

14. Insurance.

14.1 Required Coverage. At all times during the Term, Contractor shall maintain, at its sole cost and expense as part of its existing Errors and Omissions coverage under the Contract, cyber liability insurance, including first party and third party coverage, with limits no less than One Million US DOLLARS ($1,000,000.00) per occurrence and Two Million US DOLLARS ($2,000,000.00) in the aggregate for all claims each policy year.

15. Force Majeure.

15.1 Force Majeure Events. Subject to **Section 15.2**, neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Change Notice, 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 this Change Notice (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 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.

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

15.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Change Notice:

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

(i) shutdowns, disruptions or malfunctions of the Contractor Systems 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 Contractor Systems; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder be considered a Force Majeure Event unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event shall modify or excuse Contractor's obligations under **Section 6** (Service Availability and Service Availability Credits), **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Data Privacy and Information Security), or any Availability Requirement, or Service Availability Credit obligations under this Change Notice.

16. Software Escrow.

16.1 Escrow Agreement. The State is not entitled to receive source code for the Software except pursuant to an intellectual property escrow agreement, which may be executed separately. The escrow agreement will govern all aspects of code escrow and release.

17. General Provisions.

17.1 Governing Law. This Change Notice and all related documents, and all matters arising out of or relating to this Change Notice or the Contract, are governed by, and construed in accordance with, the laws of the State of Michigan, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan.

17.2 Equitable Relief. Each party to this Change Notice acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under **Section 6** (Service Availability and Service Availability Credits), **Section 7** (Support and Maintenance Services), **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Data Privacy and Information Security), or **Section 16** (Software Escrow) would 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 shall, 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, be entitled to seek 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.

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

Exhibit A	Statement of Work
Schedule A	**Fees**
Schedule B	Security and Disaster Recovery

17.4 Entirety. All terms, conditions, and specifications of the Contract not specifically modified in this Change Notice remain the same and in force and effect. The Contract, as modified by this Change Notice, represents the entire agreement and understanding between the parties and supersedes all prior and contemporaneous proposals or other agreements, oral or written, and all other communications between the parties, relating to the subject matter of the Contract. Where conflicts arise between this Change Notice and the Contract, this Change Notice shall govern.

17.5 Counterparts. This Change Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be 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 Change Notice. A signed copy of this Change Notice delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Change Notice.

Appendix C: Project Assumptions

IN WITNESS WHEREOF, the parties hereto have caused this Change Notice to be executed as of the Effective Date by their duly authorized representatives.

Contractor	**The State**
Accela, Inc.	Michigan Department of Technology, Management and Budget
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

This Change Notice was approved by the Michigan State Administrative Board on June 10, 2014.

EXHIBIT A – STATEMENT OF WORK

Statement of Work

State of Michigan – Department of Agriculture and Rural Development (MDARD)

May 7, 2014

Version 2.0

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200
Fax: 925-659-3201

TABLE OF CONTENTS

DOCUMENT CONTROL

Date	Author	Version	Change Reference
11/15/2013	Ean Darbo	1.0	Initial Draft
11/19/2014	Gene Oh	1.1	Added additional details
1/19/2014	Gene Oh	1.2	Revisions based on workshop with client
1/22/2014	Gene Oh	1.3	Addition of Appendix G and H and modifications
2/20/2014	Gene Oh	1.4	Revisions based on comments from client
3/07/2014	Gene Oh	1.5	Pricing modified to reflect removal of 17b. Deliverable 8 A/B adjusted.
5/1/2014	Ean Darbo	1.6	Updated to include final requested changes
5/5/2014	Ean Darbo	1.6	Update to payment schedule due to calculation error

Appendix C: Project Assumptions

INTRODUCTION

OVERVIEW

The State of Michigan, Department of Agriculture and Rural Development ("MDARD") and Accela, Inc.("Accela") worked in collaboration during the week of November 18, 2013 in a Statement of Work ("SOW") workshop. This exercise allowed Accela to have the unique opportunity to better understand the MDARD processes and supporting components that would be part of this project. Accela used this collaborative effort to take a dive into each individual division, process, legacy system, interface, and data extractions. As such, Accela and MDARD are better positioned to craft and price this SOW that will more accurately represent the work required for a successful implementation. The SOW is the primary source document that drives the project and having a more precise and accurate SOW will provide many benefits. Some of these benefits include the mitigation of many typical project risks, the ability to properly forecast the level of effort for each process, more accurately predict a feasible project schedule, defining the scope of work in greater detail, and reducing the need for future change orders. Finally, the work and details gathered during the workshop is relevant and will allow the Accela and MDARD teams to start with an established foundation which will greatly benefit the analysis and configuration phases of the project.

The purpose of this project is to replace the current MDARD silos of information and supporting systems with a single web-based application, online citizen access portal, and mobile solutions. The implementation of Accela products is designed specifically to meet the specific requirements and budget defined by MDARD. Accela will utilize a best practice Implementation Methodology, lessons and applicable processes from LARA, and based on previous client interactions and industry knowledge, to promote a successful project that will meet MDARD's objectives. The following SOW will detail how Accela Services will implement the software you have purchased, including the major milestones and deliverables that will ensure a complete solution for MDARD.

Accela is committed to providing a superior software solution, and deployment of the software, for the current and future needs of MDARD. Accela will work with MDARD staff to optimize Accela's portfolio of software, best practices, and customer experience to enable MDARD to successfully deploy its Accela Automation software and meet its functionality, timing and cost requirements. This Statement of Work dated November 18, 2013, sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Accela to MDARD.

Capitalized terms not defined in this SOW are as defined in the Contract, No. 071B3200042. In the event of any conflict between the Contract and this SOW, the terms of the Contract shall govern.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between MDARD and Accela, identifying and monitoring project risks, and promoting strong project communication.

- Dedicated MDARD Participation – MDARD and Accela acknowledge that its staff must be actively involved throughout the entire duration of Services as defined in the agreed upon Project Plan. MDARD and Accela will work with DTMB project manager to communicate any insufficient participation of resources through weekly Project Status Reports with real and potential impacts to the project timeline. Accela and DTMB project managers will work with project sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the technical implementation phase. Dis-satisfaction of any personnel will be documented by project management identifying issues. Examples of dis-satisfaction would include lack of responsiveness, lack of participation, lack of availability, etc. If issues continue either party has the right to request replacement of team member with a minimum of 2 weeks of services at no cost to the State of Michigan for knowledge/project transfer. Please see Appendix A for a full description of participant resources.

- Accela Implementation Methodology – It is imperative to project success that MDARD is willing to adhere/adopt to the Accela Implementation Methodology. Please see Appendix B for a full description of the Accela Methodology.

- Knowledge Transfer – It is critical that MDARD personnel participate in the analysis, configuration and deployment of Accela Automation in order for Accela to transfer knowledge to MDARD. Once Post Production assistance tasks and all work remaining as part of this contract are completed by Accela Services, MDARD assumes all day-to-day operations of Accela Automation outside of the Support and Maintenance Agreement. The Support and Maintenance Agreement does not cover any MDARD manipulation of implemented scripts, reports, interfaces and adaptors outside of the scope of this agreement or subsequent change orders. Depending on the scope of the project, key knowledge transfer areas could include:
    - Configuration
    - Scripting
    - Batch scripts
    - Interfaces
    - Event Management Scripts
    - Reports and Forms

PROJECT TIMELINE

The project will be broken out into two phases as described below:

Phase	Duration	Divisions/Processes
1	10 Months	Food Establishment, Nursery, and Motor Fuel Quality/Weights and Measures.
2	20 Months	Environmental Stewardship, Animal Industry, Pesticide and Plant Pest Management and Dairy.

The total project duration is 26 Months, with Phase 2 beginning prior to the completion of Phase 1.

Upon initiation of these Services, the Accela Project Manager will work with DTMB Project Manager to collaboratively define a detailed baseline project schedule. Accela Project Manager will utilize the latest State of Michigan project management documents located at http://www.michigan.gov/suite. DTMB Project Manager will work with the agency project manager to review the project timeline and documents. Given the fact that project schedules are working documents that change over the course of the project, the Accela Project Manager will work closely with DTMB project manager to update, monitor, agree, and communicate any modifications and will utilize the State of Michigan Change Request process. Accela project manager will not make changes to the dates on the project schedule without MDARD consent or agreement.

Any resulting delays in the mutually agreed upon project plan that drive the estimated completion date beyond that which was agreed upon that result from MDARD, or Accela challenges (changes in project sponsor, staffing level/availability, missed deadlines) may require a Change Order to reimburse Accela or MDARD, depending on party responsible for the delay, for the additional costs associated with the delay, including, but not limited to, additional hours for project management, deliverable development and review. We will utilize the State of Michigan Change order policy as defined in SUITE.

PAYMENT TERMS

PAYMENT SCHEDULE:

Accela will perform the Services on a Deliverable payment basis based on: the nature and scope of the Services and associated Deliverables outlined in Appendix D, the expected staffing requirements, project schedule, Accela's and Customer's roles and responsibilities and the other assumptions set forth in this SOW. Accela's total price to perform the Services and provide the Deliverables described in Appendix D is $2,389,700.00 exclusive of taxes and expenses (the "Fixed-Fee"). The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Invoices will be sent as soon as Accela's Deliverable Acceptance form is signed by MDARD.

Deliverable	Payment
Deliverable 1A: Project Initiation	$75,000.00
Deliverable 1B: Project Initiation	$75,000.00
Deliverable 2A: To-Be Analysis Sessions	$75,000.00
Deliverable 2B: To-Be Analysis Sessions	$90,000.00
Deliverable 2C: To-Be Analysis Sessions	$90,000.00
Deliverable 3A: To-Be Analysis Documents	$45,000.00
Deliverable 3B: To-Be Analysis Documents	$60,000.00
Deliverable 3C: To-Be Analysis Documents	$60,000.00
Deliverable 4A: Accela Automation Solution Foundation	$50,000.00
Deliverable 4B: Accela Automation Solution Foundation	$100,000.00
Deliverable 4C: Accela Automation Solution Foundation	$100,000.00
Deliverable 5A: Enterprise Analysis Session	$15,000.00
Deliverable 5b: Enterprise Analysis Session	$15,000.00
Deliverable 6A: Historical Data Conversion Analysis	$20,000.00
Deliverable 6B: Historical Data Conversion Analysis	$20,000.00
Deliverable 6C: Historical Data Conversion Analysis	$20,000.00
Deliverable 6D: Historical Data Conversion Analysis	$20,000.00
Deliverable 6E: Historical Data Conversion Analysis	$20,000.00
Deliverable 6F: Historical Data Conversion Analysis	$20,000.00
Deliverable 6G: Historical Data Conversion Analysis	$20,000.00
Deliverable 6H: Historical Data Conversion Analysis	$20,000.00
Deliverable 6I: Historical Data Conversion Analysis	$20,000.00
Deliverable 6J: Historical Data Conversion Analysis	$20,000.00
Deliverable 6K: Historical Data Conversion Analysis	$20,000.00
Deliverable 7A: Historical Data Conversion Development	$20,000.00
Deliverable 7B: Historical Data Conversion Development	$20,000.00
Deliverable 7C: Historical Data Conversion Development	$20,000.00
Deliverable 7D: Historical Data Conversion Development	$20,000.00
Deliverable 7E: Historical Data Conversion Development	$20,000.00
Deliverable 7F: Historical Data Conversion Development	$20,000.00

Deliverable 7G: Historical Data Conversion Development	$20,000.00
Deliverable 7H: Historical Data Conversion Development	$20,000.00
Deliverable 7I: Historical Data Conversion Development	$20,000.00
Deliverable 7J: Historical Data Conversion Development	$20,000.00
Deliverable 7K: Historical Data Conversion Development	$20,000.00
Deliverable 8A: Interface Analysis and Development	$25,000.00
Deliverable 8B: Interface Analysis and Development	$25,000.00
Deliverable 8C: Interface Analysis and Development	$25,000.00
Deliverable 8D: Interface Analysis and Development	$25,000.00
Deliverable 8E: Interface Analysis and Development	$25,000.00
Deliverable 9A: Business Process Validation and Automation	$50,000.00
Deliverable 9B: Business Process Validation and Automation	$75,000.00
Deliverable 10A: Report Specifications	$35,000.00
Deliverable 10B: Report Specifications	$55,000.00
Deliverable 11A: Report Development	$35,000.00
Deliverable 11B: Report Development	$50,000.00
Deliverable 12A: Accela Citizen Access Configuration	$25,000.00
Deliverable 12B: Accela Citizen Access Configuration	$25,000.00
Deliverable 13: Accela Mobile Office	$35,000.00
Deliverable 14A: V360 User Experience	$25,000.00
Deliverable 14B: V360 User Experience	$35,000.00
Deliverable 15: Administrative Training	$35,000.00
Deliverable 16A: Report Workshop	$20,000.00
Deliverable 16B: Report Workshop	$20,000.00
Deliverable 17: Train the Trainer	$25,000.00
Deliverable 18: Citizen ACA Testing	$25,000.00
Deliverable 19A: User Acceptance Testing	$45,000.00
Deliverable 19B: User Acceptance Testing	$75,000.00
Deliverable 20: Citizen ACA Training	$25,000.00
Deliverable 21A: Pre-Go Live Support	$50,000.00
Deliverable 21B: Pre-Go Live Support	$70,000.00
Deliverable 22A: Go Live Support and Transition to CRC	$50,000.00
Deliverable 22B: Go Live Support and Transition to CRC	$89,700.00
Total for Services	$2,389,700.00

PROJECTS PUT ON HOLD:

It is understood that sometimes MDARD priorities are revised requiring MDARD to place the Accela implementation on hold. MDARD must send a formal written request sent to Accela in order to put the project on hold. A project can be on hold for up to 90 days without invoking the termination clause (see Services Agreement). After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of

Work at new pricing. The only exception to this policy is an 'Act of God' such as hurricane, flood, etc. that MDARD experiences in which case no termination clause will be executed unless MDARD specifically requests it.

When a project is put on hold, at minimum, Accela will need to draft a Change Order to keep some of the Accela project manager's time engaged to monitor progress and to resource the project once it comes off hold. The amount of time will be negotiated on a case by case basis. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Accela resourcing timelines.

Should MDARD become non-responsive to Accela communications for a term of 30 calendar days regarding continuance of the project work, Accela can choose to cancel the remainder of the Statement of Work.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

Scope and Timeline

- MDARD and Accela will review their responsibilities before work begins to ensure that Services can be satisfactorily completed and in the appropriate timeframe.
- "Go live" (system is in production) timeline assumes timely completion of MDARD deliverables (including finalization of requirements / use cases / product catalog), availability of key MDARD resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) MDARD deliverables may adversely impact overall implementation timeline.
- Project plan will be mutually agreed to by DTMB/MDARD and Accela project managers prior to to-be analysis stage. Overall project plan will be owned by DTMB project manager.
- Accela will provide DTMB Project Manager with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed for the upcoming weeks, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, Accela and MDARD will escalate according to the Communication Plan in the Project Charter.
- All project management outside of the deliverable templates will follow the State of Michigan's SUITE standards.
- Deliverables will be documented in Accela based templates using the Accela methodology. Sample templates are available to MDARD upon request however the templates do not represent completed deliverables, they are just examples. These are implementation specific documentation that may include:
  - Analysis Documentation - As-is and to-be specification document.
  - Configuration Output Report – Configuration report that documents the components that are currently setup in the system.
  - Data Mapping Document – Data conversion mapping document.
  - Interface Specification Documents – Interface specifications with functional and technical guidelines.
  - V360 Configuration Document – Look and feel of the system configuration.

- ACA Configuration Document – Documentation on the ACA configuration.
- AMO Configuration Document – Mobile specific settings and queries documentation.
- GIS Configuration Document – GIS related configuration document for AGIS and ArcGIS server configuration.

.

Training

- All on-site Accela-led training will be conducted at MDARD facilities unless the training is one day or less in which case it may be conducted via WebEx.
- MDARD will provide adequate training rooms/space with sufficient computing capability and network access as needed.
- MDARD project team will provide the necessary staff resources to complete training needs analysis and assist with training planning.
- MDARD is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Accela is not responsible for making alternative arrangements for missed training.
- Each division will receive the same core instruction, customized to the division and role.
- MDARD will be responsible for all end user training including training logistics, training scheduling, and the printing of training materials. MDARD will confirm the total number of training rooms needed for the project duration after MDARD approval of the draft training strategy.
- MDARD users will have basic computer skills. Accela is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills include:
    - End users – proficient in Windows environment and Internet environment, as well as working knowledge of MDARD business processes and functions.
    - Technical staff – in addition to the above skills, technical resources from DTMB that will be involved with the implementation and support should have knowledge of:
        - Moderate to advanced technical knowledge of database design, database usage, syntax management, and java scripting.
        - Familiarity with existing system source data
        - Familiarity with existing system design and structure
        - Crystal Reports
- MDARD may request "make-up" or remedial training sessions for initial training provided during system deployment, via the Change Order process for estimated staff hours per session at the specified hourly rate for each training category.

Testing

- Accela is responsible for testing the initial configuration of system
- MDARD is responsible for writing User Acceptance Test Scripts. Accela will provide templates and samples so that MDARD does not have to start from scratch.
- MDARD staff are responsible for User Acceptance Test and System Integration Testing

Go Live and Go Live Support

- "Go Live" definition is that all the Accela software is up and running in production. Accela consulting resources will support MDARD after "Go Live" for each Phase until such time that MDARD support is transferred to our Customer Resource Center. If MDARD moves to production and the project has met the acceptance criteria, MDARD is then deemed to have accepted the software. Accela consulting resources will support MDARD after "Go Live", for each Phase, until such time that MDARD is transferred to support (21 calendar days in production)

Appendix C: Project Assumptions

Project Completion

- The project is complete once the transition to Accela's support (CRC) has been completed for Phase 2. If applicable, the specific deliverable acceptance process and financial obligation for "transition to CRC" or "project completion" will commence on the date of transition to Accela's CRC. Transition to CRC will occur once all High Priority go-live issues have been resolved and all contractual obligations have been met.

PROJECT RESOURCING ASSUMPTIONS

MDARD Resourcing

- MDARD and DTMB will provide dedicated project management throughout the course of the implementation.
- MDARD's Project Management team will maintain primary responsibility for the scheduling of MDARD employees and facilities in support of project activities.
- MDARD has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.

Accela Resourcing

- Accela has assumed that project team will need to be on-site as appropriate and mutually agreed upon. Additional on-site consulting will be at the mutual agreement of MDARD and Accela Project Manager.
- Accela personnel will attend MDARD executive steering committee meetings as requested by MDARD.
- In the pricing, Accela has assumed the appropriate resourcing to ensure deployment success for the scope outlined. Significant additional support requested by MDARD over this level of resourcing would necessitate a change order that could impact the cost of the project.
- Accela will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at MDARD, Accela will provide Project Management services throughout the project.

Third Party Resourcing

- Accela is not responsible for impacts to project timeline created by dependency on MDARD third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by MDARD third party consultant actions (including availability) resulting in additional time or scope.

PAYMENT ASSUMPTIONS

General

- Invoices are due net 45 of the invoice date.
- Accela will invoice customer within 30 days of completing milestones and incurring expenses.

Deliverable Payments

- A Deliverable Acceptance form will be generated when each deliverable is complete for MDARD signature.
- MDARD signs a Deliverable Acceptance form to generate an invoice for Milestone payments.

Appendix C: Project Assumptions

ACCELA SOLUTION ASSUMPTIONS

General

- Accela will implement the Accela Automation Cloud solution in accordance with the terms of Change Notice #2. The implementation will be based upon the feature set available in the latest version of Accela Automation. New features deployed by Accela in the Cloud solution during the project will be left turned off for MDARD by default. New features will be reviewed by MDARD and Accela to determine feasibility and impact of incorporating the change into the project plan. If there is minimal impact to the project or project timeline every effort will be made to incorporate the new features.
- For use with Accela Citizen Access, MDARD will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or ACH.
- MDARD is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications for Accela GIS and Accela Mobile Devices.
- Accela will be responsible for implementing a current functioning version of the application software at MDARD
- MDARD will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- MDARD will provide Accela with access to test and development environments for each MDARD system that requires integration with Accela Automation.
- Section 2.250 of the Contract shall be applicable to the Services performed under this Statement of Work.

Data Conversion

The following information provides detail related to the scope of Accela's data conversion offerings. Due to the inherent complexity of conversion activities, it is critical to address and understand common questions and misconceptions. Any conversion activity or requirement not included in this section is considered out of scope, and may be addressed through a change order for Accela services.

General Information AND Requirements for Historical Conversions

- The standard data conversion includes the conversion of transactional data to the Accela Automation database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- Accela and MDARD will perform unit testing of the conversion program including spot checks of the data within Accela Automation in order to identify if data corruption issues exist. Extensive quality assurance of legacy/historical data by MDARD is required in order to ensure accurate transfer of data.
- A completed, signed off, Solution Foundation phase where the configuration is complete must be available before Accela will begin the data conversion mapping effort.

Data Conversion Assumptions

- "As-Is" Approach: Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Automation. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela Automation. The conversion process will not create configuration data or alter the mapped data when processed into Accela Automation. Additionally this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela Automation "As-Is". All data cleanup must occur prior to execution into Accela Automation.
- Accela Data Conversion Tools: Data will be mapped and converted utilizing Accela's Extract, Translate and Load ("ETL") toolset. This will assist to ensure the accuracy of the mapping. The data mapping tool ensures that the legacy source to Accela Automation solution is accurate and prevents data from failing to convert, while the execution tool can be used to consistently run conversion process and track statistics.

- Acceptable Data Formats For Historical Conversion: It is expected that the Conversion Source Data be provided in an Oracle 10g/11g or Microsoft SQL Server 2000/2005/2008 database format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- Acceptable Data Formats For Reference Conversion: It is expected that the Conversion Source Data be provided in Oracle 10g/11g, Microsoft SQL Server 2000/2005/2008, or pipe delimited flat file format. In the event that the source is not in an acceptable format, Accela will provide recommendations for transposing the data in the proper format.
- Documents: Historical/Legacy data conversion includes the conversion of attached documents into Accela Document Services ("ADS") in Accela Automation, provided MDARD provides the documents in the structure Accela requires. The documents will be converted to the configured primary electronic document management system (EDMS). See Standard Document Migration for additional details.

Standard Document Migration

- The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Automation EDMS systems. In the event a 3rd party EDMS is used by Accela Automation, it is still possible to convert documents if the 3rd party interface supports the create method..
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (ex. NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event that the files exist in a database they must be extracted into a windows file system prior to be evaluated for conversion.

ADMINISTRATION

LOCATION OF SERVICES AND KEY CONTACT

Services contracted under this SOW may be performed remotely and/or at MDARD's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

Please indicate below the primary MDARD location which will benefit from the services covered under this SOW.

Work Location:	525 West Allegan Street Lansing, MI 48933

Please indicate below the key DTMB contact that will be responsible for Project Management:

Name:	Kalpana Kumar
Title:	Project Manager, CSM
Phone Number(s):	(517) 241-1311

Email:	KumarK@Michigan.gov

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, MDARD must submit a written request to Accela specifying the proposed changes in detail. Accela shall submit to MDARD an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services ("Change Order"). Accela shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order shall be signed by Accela and MDARD prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is $185 per hour.

EXPIRATION

The scope and terms of this SOW must be executed within sixty (60) calendar days of the date of this SOW. If the SOW is not executed then the current scope and terms can be renegotiated.

SIGNATURES

This Statement of Work may be signed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their duly authorized representatives as identified below.

	Contractor	State of Michigan
Authorizing Signature		
Name		
Title		
Date		

APPENDIX A: PROJECT RESOURCES

MDARD RESOURCES

MDARD must fill the appropriate roles with the appropriate personnel to work together with the Accela Project Team for these Services and that MDARD will make available additional resources as needed for the Services to be successful. MDARD roles can be filled by the same person. In addition, MDARD will provide all necessary technical resources to make appropriate modifications within any MDARD systems wishing to integrate with any Accela systems. These resources must be proficient in MDARD coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. MDARD roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

MDARD Resources	Description
Project Sponsor	Responsibilities include: • Ultimate responsibility for the success of the project, • Creating an environment that promotes project buy-in, • Driving the project through all levels of MDARD, • High-level oversight throughout the duration of the project, • Serving as the primary escalation point to address project issues in a timely manner.
Project Manager	Responsibilities include: • Overall administration, coordination, communication, and decision- making associated with the implementation; • Planning, scheduling, coordinating and tracking the implementation with Accela and across departments within MDARD; • Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
Division/Departmental Business Leads	A user representative for each affected divisions, Animal Industry, Food and Dairy, Environmental Stewardship, Consumer Protection Section (CPS) and Pesticide and

	Plant Pest Management, must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: • Attending requirements workshop sessions; • Willing and able to gather data and make decisions about business processes; • Assist in the creation of specifications for reports, interfaces & conversions • Review and test the system configuration; • Participating in the implementation of the Accela Automation solution.
Division/Departmental Subject Matter Expert (SME)	Responsibilities include: • Being trained on the Accela Automation system at a System Administration level; • Being fully engaged in the Business Analysis and system configuration activities; • Assist internal efforts towards the creation of reports, interfaces & conversions; • Assist in the review and testing of the system configuration; • Actively participate in the full implementation of the Accela Automation solution.
Technical Lead	Responsibilities include: • Primary responsibility for the technical environment during the software implementation for Accela GIS and Accela Mobile Hardware; • Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards for Accela GIS and Accela Mobile hardware; • Work with Accela technical personnel during implementation; • Act as the primary technical resource for troubleshooting problems;

ACCELA RESOURCES

Accela will assign key Professional Services resources for this engagement with MDARD. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Accela's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key MDARD resources assigned to the effort.

The main roles are as follows:

Accela Resources	Description

Appendix C: Project Assumptions

Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with MDARD Executives monthly or upon request throughout the duration of the project.
Project Manager	The Accela Project Manager is responsible for the overall project management and works directly with the client along with DTMB Project Manager throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including: • Project plan management, • Change order management, • Issue log management and escalation, • Status reporting, • Project workspace management, • Resources management, • Work plan management, • Meetings management, • Project review with Project Executive. In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.
Senior Implementation Consultant	The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for: • Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design, • Leading system configuration activities, • Providing training/mentoring to MDARD staff, • Recommend industry best practices to MDARD to enhance business processes, • Guide MDARD on how best to configure the system based on past experiences and software expertise.
Implementation Consultant	Implementation Consultant resources support the project and typically focus on the flowing tasks. • The configuration of the system to match the System Configuration document. • Build activities within the project, such as conversion data mapping,

	creation of reports and interface specification.
Technical Consultant	Accela Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as: • Application installation and setup (Accela Automation, Accela GIS, Accela Wireless, and Accela Citizen Access), • Report definition and creation, • Event Manager Script definition and programming, • Database Conversions and data mapping assistance, • Interface specifications and development.
Training Consultant	Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.

APPENDIX B - ACCELA IMPLEMENTATION METHODOLOGY

Accela will deliver its Services to MDARD by employing the methodology detailed in this section. This is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of this Implementation Life Cycle is described below.

IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.

Figure 1 - Accela Methodology

As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that Accela and MDARD understand the composition and 'downstream' impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

Appendix C: Project Assumptions

INITIATION

Initiation represents the first stage in the lifecycle. During the Initiation stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed.

To –Be ANALYSIS

Analysis is the second stage in the lifecycle. During the Analysis stage, Accela reviews existing MDARD documentation, interviews MDARD staff, and conducts workshops to understand the "To-Be" vision of MDARD that can be executed with the aid of Accela Automation. It is during this Phase that Accela gains a deeper understanding of MDARD processes and business rules; simultaneously, MDARD begins to gain a deeper understanding of the methodology and Accela Automation capabilities. A key output of this Phase is the To-Be Analysis Document(s) which serve as the 'foundation' for configuration of Accela Automation to support germane elements of MDARD "To-Be" vision. Supplementing the To-Be Analysis Document(s) are all other configuration specifications documents related to data conversion, interfaces, reports, and event scripts.

SOLUTION FOUNDATION

Solution Foundation is the third stage in the lifecycle. It begins upon completion of Stage 2 and should be completed prior to the next stage, Build. During the Solution Foundation stage, Accela Automation will be built to match the to-be processes agreed to in the Analysis stage. Essential to this effort is the configuration of the Record (Case, Application, Permit, Work Order, etc) types that were agreed to during the Analysis phase.

BUILD

Build serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends after Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the Solution Foundation will be implemented. This includes conversions, event scripts, interfaces and reports.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage Accela Automation is fully tested, errors are identified, documented and corrected. Additionally, the solution is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate MDARD staff members are prepared to use and maintain the software once the move to production occurs.

DEPLOY

Deploy is the sixth and final stage in the lifecycle. During the Deploy stage the applications are moved to production; all requisite pre-production activities are identified, tracked and completed, and post-production analysis and review is completed. After moving to production, the Accela Automation applications will be transitioned to the Accela Customer Resource Center ('CRC") for ongoing support, after 90 days. A formal transition will occur between the Services team and the CRC that instructs MDARD on available communication channels (telephone, email, online tracking system) and use of the Accela knowledge base.

Appendix C: Project Assumptions

Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center.

APPENDIX C – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Accela, Inc.
YOUR NAME
YOUR TITLE
Tel:
Fax:

OR

B

Email this document as an attachment to:

YOUR EMAIL

Date:	
Agency Name:	
Approving Agency Manager:	
Accela Manager:	
Project Name / Code:	
Contract / Agreement #:	

MDARD agrees that Accela has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	
	Service Agreement	

Agency agrees that Accela has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Agency Name

Signature 1 (MDARD PM) | Signature 2 (DTMB PM)

Project Manager | Title 2

Date 1 | Date 2

APPENDIX D – DETAILED SCOPE

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of MDARD. In support of the implementation effort as described above, Accela will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

Appendix C: Project Assumptions

STAGE 1 - INITITATION

DELIVERABLE 1A/B: PROJECT INITIATION

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming MDARD and Accela expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first on-site meeting conducted between MDARD and Accela after the signing of the Statement of Work.

In conjunction with MDARD representatives, Accela will perform the following tasks:

- Finalize staffing for the project teams
- Conduct a formal onsite Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline
- Review Project Status Report Template format
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from MDARD and Accela
- Finalize an integrated project plan that includes detailed resource allocation for all tasks (in cooperation with DTMB Project Manager)
- Develop a Project Charter that defines how the project will be governed, including a detailed escalation plan and communication plan
- Create the project SharePoint site and load all standard, current documentation
- Conduct Core Team training in order to prepare the Subject Matter Experts for the To-Be Analysis stage

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

In terms of specific output, the following will be executed for this deliverable for each Phase:

Deliverable 1A - Phase 1

- ➢ Initial Project Charter
- ➢ Detailed Baseline Project Plan
- ➢ Project Status Report Template
- ➢ Project SharePoint Site
- ➢ Project Kickoff Presentation
- ➢ Core Team Training (2.5 days), onsite, up to 14 students

Deliverable 1B - Phase 2

- ➢ Updated Project Charter
- ➢ Detailed Baseline Project Plan – Phase 2
- ➢ Project Kickoff Presentation
- ➢ Core Team Training (2.5 days), onsite, up to 14 students

<u>Accela Responsibilities</u>:

- Provide timely and appropriate responses to MDARD's request for information
- Coordinate project planning activities
- Communicate the Accela Implementation Methodology that will be used by Accela to deliver Services
- Complete detailed Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate MDARD resources

<u>MDARD Responsibilities</u>:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests
- Provide meeting facilities for Project Kickoff and other onsite activities
- Include Project Sponsor in Project Kickoff Meeting
- Provide suitable MDARD facilities to accommodate training
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the training
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the training

<u>Final Acceptance Criteria</u>:

- Review and acceptance of the Project Status Report
- Review and acceptance of the Detailed Baseline Project Plan
- Review and acceptance of the Project Charter
- Completion of the Project Kickoff Meeting
- Completion of Core Team Training

STAGE 2 – TO-BE ANALYSIS

To-Be Analysis is comprised of the activities required to define the Accela Automation Solution Foundation for MDARD. The key output of the process are To-Be Analysis Document(s), which serves as a 'blueprint' for design and baseline configuration efforts throughout the implementation project and establishes the benchmarks for testing and acceptance at the conclusion of the project. The To-Be Analysis Document(s) include detailed information on MDARD's business processes to be configured in the Accela Automation Solution Foundation, including the following topics:

- Process Overview
- Intake Process, user defined and required fields
- Required/Optional Review Tasks
- Issuance requirements
- Inspection Types, scheduling and checklists
- Workflow and processing requirements
- Fees – types, processing and schedules
- Citizen Portal (Accela Citizen Access) specific to online submittal, inquiry, inspection scheduling and fee payments
- Electronic Document Review and Markup

The To-Be Analysis Sessions and To-Be Analysis Document(s) will include the high-level requirements related to the following deliverables. However, the specifics for each deliverable will be discovered and documented later in the project as they are dependent on the completion of the Solution Foundation milestone. (Example: Discovery of MDARD requirement for a Receipt Report is documented during Phase 2: To-Be Analysis, however, the specific report specification and requirements is completed in the Report Specification deliverable)

- Deliverable 9: Business Process Validation and Automation
- Deliverable 10: Report Specifications
- Deliverable 11: Report development
- Deliverable 14: V360 User Experience

A total of 45 (forty five) Business Processes are in scope for this project. A business process is a record type and includes the supporting sub processes. See Appendix F for the business processes. Phase 1 includes 6 total Business Processes and Phase 2 includes 39 total Business Processes.

The complete list of known License Types can be found in Appendix E - License Types.
The complete list of known Inspection Types can be found in Appendix F - Inspection Types.

The Project Team, consisting of representatives from both Accela and MDARD, will conduct a formal review of the To-Be Analysis Documents for the purpose of approval and sign-off on the deliverable. Accela will build prototypes of 8 (eight) select processes, agreed to by MDARD, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for MDARD.

Deliverable 2 and 3 will be broken out into the 3 distinct deliverables as follows:

- Deliverable 2A – Phase 1 (Food Establishment, Nursery, and Motor Fuel Quality/Weights and Measures)
- Deliverable 2B – Phase 2 (Pesticide and Plant Pest Management and Dairy)
- Deliverable 2C – Phase 2 (Environmental Stewardship, Animal Industry, Weights and Measures)

DELIVERABLE 2A/B/C: TO-BE ANALYSIS SESSIONS

In order to develop the content for the To-Be Analysis Document(s), Accela will work closely with designated MDARD personnel and will conduct analysis sessions to capture the “to-be” required business processes.

In conjunction with MDARD representatives, Accela will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Automation
- Review the developed business process as a basis for configuration in Accela Automation’s workflow tool
- Assist MDARD in streamlining existing business processes for fit into Accela Automation
- Collect employee names and associated roles and identify user group setups
- Review the collected document intake requirements, forms, and data fields for each process
- Review the collected document output requirements (documents/letters/reports)
- Review the collected document fees, fee schedules, and collection procedures for each process
- Review the collected document all required inspections and inspection result options for each type

Accela's Project Manager will coordinate and schedule the Analysis Sessions in conjunction with MDARD Project Manager and according to the agreed upon Project Plan. In terms of specific output, the following will be executed for this deliverable:

- To-Be Analysis data gathering activities including workshops, interviews and web conferencing sessions

Accela Responsibilities:

- Provide timely and appropriate responses to MDARD's request for information
- Interview staff in order to understand existing business processes
- Conduct to-be analysis sessions to capture the required business processes to be automated within the system
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input

MDARD Responsibilities:

- Provide timely and appropriate responses to Accela's requests for information
- Make available the appropriate MDARD key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements
- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information
- Schedule participants and meeting locations for analysis activities

Final Acceptance Criteria:

- Completion of To-Be Analysis Sessions

DELIVERABLE 3A/B/C: TO-BE ANALYSIS DOCUMENT(S)

To-Be Analysis Document(s) will be developed by Accela based on the information gathered in Deliverable 2: To-Be Analysis Sessions . This document(s) will serve as the 'blueprint' for processes throughout the implementation project. Upon completion of the document(s), Accela will conduct a formal review with MDARD for the purpose of approval and sign-off on the deliverable. To facilitate the approval process, Accela will configure prototypes of the solution for 30 mutually agreed upon To-Be processes, which will be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for MDARD.

In terms of specific output, the following will be executed for this deliverable:

- To-Be Analysis Document(s)

Accela Responsibilities:

- Provide timely and appropriate responses to MDARD's request for information
- Interview staff as necessary in order to understand existing business processes
- Build selected prototypes to demonstrate proposed functionality
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.
- Prepare and complete To-Be Analysis Document(s) capturing MDARD's business processes to be included in the Solution Foundation

MDARD Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Schedule participants and meeting locations for To-Be Analysis Document(s) review activities
- Review and provide feedback on To-Be Analysis Document(s)

Final Acceptance Criteria:

- Review To-Be Analysis Document(s) and validate that the content accurately reflects the business processes data that will be included in the Accela Automation Solution Foundation
- For each Document, MDARD will have 10 business days to conduct initial review of the To-Be Analysis Document(s). Written approval by DTMB & MDARD will be the acceptance criteria. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 5 business days for acceptance.

DELIVERABLE 4A/B: ENTERPRISE ANALYSIS SESSIONS

Accela will work closely with designated Agency personnel and will conduct configuration analysis sessions to capture the "to-be" required business processes as they relate to cross-functional or cross-departmental business processes. Many to-be processes will impact all involved departments. These sessions are where that impact will be explored, discussed and agreed upon. It should be noted that the results of these sessions will be documented in the Configuration Analysis Document(s) for each process owning department.

In conjunction with the Agency representatives, Accela will perform the following tasks:

- Review and understand existing business processes intended for migration into Accela Automation.
- Review the developed business process as a basis for configuration in Accela Automation's workflow tool.
- Assist the Agency in streamlining existing business processes for fit into Accela Automation.

Accela's Project Manager will coordinate and schedule the Analysis Sessions. In terms of specific output, the following will be executed for this deliverable:

➢ To-Be Analysis data gathering activities including workshops, interviews and web conferencing sessions.

Accela Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Interview staff in order to understand existing business processes.
- Conduct configuration analysis sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis input.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate Agency key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.

- Provide business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:

- Completion of Configuration Analysis Session for Enterprise processes.

STAGE 3 – SOLUTION FOUNDATION

Accela will provide professional services to develop the Accela Automation Solution Foundation in accordance with requirements established and agreed upon during the execution of the tasks that comprise Stage 2 – To-Be Analysis. Accela will produce a detailed, technical Solution Foundation Document(s) that represents the entire foundation of the system, for each module. This document will be delivered for review with the completed solution.

Deliverable 4 will be broken out into the 3 distinct deliverables as follows:

- Deliverable 4A – Phase 1 (Food Establishment, Nursery, and Motor Fuel Quality/Weights and Measures)
- Deliverable 4B – Phase 2 (Pesticide and Plant Pest Management and Dairy)
- Deliverable 4C – Phase 2 (Environmental Stewardship, Animal Industry, Weights and Measures)

DELIVERABLE 5 A/C: ACCELA AUTOMATION SOLUTION FOUNDATION

Accela will provide professional services to develop the Solution Foundation of the Accela Automation product in accordance with requirements established and documented in Deliverable 3: To-Be Analysis Document(s).

In terms of specific output, the following will be executed for this deliverable:

- Completed Foundation of Accela Automation Solution that supports the To-Be Business Processes
- Accela Automation Solution Foundation Document

Accela Responsibilities:

- Provide timely and appropriate responses to MDARD's request for information
- Configure the foundational components as defined in the To-Be Analysis Document(s)
- Present the solution foundation for each module to MDARD team or management

MDARD Responsibilities

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate MDARD key users and content experts to participate in creating the system in an effort to learn about the system to facilitate knowledge transfer
- Work with Accela to verify that the system meets the foundational requirements documented in the To-Be Analysis Document(s)
- Accela will work with MDARD to test the system for purposes of validating the configuration

Final Acceptance Criteria:

- Review and approve that the Accela Automation Solution Foundation meets the requirements documented in the approved To-Be Analysis Document(s)
- For each Business Process, MDARD will have 10 business days to conduct initial review of the Solution Foundation. If no changes or comments are requested within the 10 days, the milestone is considered approved by MDARD. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 5 business days for acceptance

STAGE 4 – BUILD

The Build stage includes data conversions, development of interfaces, development of all Business Process Validation and Automation (Event Manager Scripts and Expressions) configuration of add-on products and custom report development. It comprises all of the additional activities outside of solution foundation that are required to complete the total solution for MDARD. Similar to the Configuration Stage, it is critical that appropriate MDARD representatives are involved in each step of the process to ensure success.

DATA CONVERSION

Data conversion of historic/legacy data from MDARD systems is a critical activity for the success of this project. The Accela team is highly experienced in planning for, and executing these activities and will work closely with MDARD staff to ensure a successful transition of data. Specifically, the Accela team will work with MDARD to understand the data sources, how they are used, where their data will be stored in Accela Automation and the quality of that data. Often multiple sources store and manage similar information and decisions need to be made about the authoritative source. It is also common to find that data sources have not had strong controls and the accuracy is questionable or there is missing data. There are techniques and tools that Accela may recommend to understand the current state of MDARD data so that decisions can be made about data quality and what to convert. Upon completion of the data analysis, mapping of historical/legacy data sources may begin with Accela's mapping tool and conversion iterations performed as outlined in the Project Plan. Accela provides release notes during these conversion tests to verify data is being transferred correctly (e.g., number of records and expected values in fields).

Accela will lead the conversion effort and specifically assist in the following areas: data mapping, script development for conversion, assistance in data testing and validation, and with the planning and execution of the final data conversion. For conversions, it is expected and anticipated that MDARD will provide resources knowledgeable with the historical data to assist in the data migration/conversion effort.

The required data mapping effort will be a conducted by Accela personnel with assistance from MDARD. Once the data mapping has been defined, Accela will ask that a representative of MDARD sign off on the data maps. Accela will be responsible for the data conversion programs to load data from the staging tables to the Accela Automation database. PLEASE REFER TO DATA CONVERSION ASSUPMPTIONS FOR SPECIFIC ASSUMPTIONS AND PARAMETERS RELATED TO ACCELA 'S CONVERSION APPROACH.

Accela will conduct Analysis/Mapping and Data Conversion Development (Deliverable 5 and 6) for each Legacy system that will have data converted to Accela within the scope of this implementation.

Deliverable	System Name	Description
6A and 7A	License 2000	Phase 1, Nursery and food licenses.
6B and 7B	Nursery dB	Phase 1 and 2, Ag products and Nursery Access database
6C and 7C	DQMS/DFIS	Phase 2, Dairy Quality Management and Inspections
6D and 7D	MI Inspector	Phase, 1, Food inspections
6E and 7E	Pesticide Inspections	Phase 2, Pesticide Use Investigation System
6F and 7F	IMPACT	Phase 2, Pesticide tracking
6G and 7G	ESD	Phase 2, Environment Stewardship Division data. ~900 record types. licensing
6H and 7H	MFQ	Phase 1, Motor Fuel Inspections dbase system
6I and 7I	Motor Fuel Licenses	Phase 2, Motor Fuel Licensing system

6J and 7J	AG Chemical	Phase 2, Spreadsheet used to track Fertilizer and lime
6K and 7K	AG Products	Phase 2, Spreadsheet used to track feed and remedy

DELIVERABLE 6 A-L: HISTORICAL DATA CONVERSION ANALYSIS

Upon receipt of MDARD's Legacy data, Accela will create a Data Conversion Mapping Document detailing the data conversion process, mutually agreed upon requirements and mapping of MDARD's historical data into Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- ➢ Historical Data Conversion Mapping Document will be developed for Phase 1 and Phase 2

Accela Responsibilities:

- Work with MDARD to define and document historical data elements that are required for the conversion.
- Facilitate the data analysis and mapping process
- Complete the Data Conversion Specifications Document

MDARD Responsibilities:

- Provide historical data in acceptable formats
- Provide subject matter experts on the data source to aid Accela in identifying key components of the historical data
- Provide subject matter experts on the historical configuration to aid in the data mapping process
- Review and sign-off on completed Data Conversion Specifications document

Acceptance Criteria:

- The Historical Data Conversion Specifications document identifies historical data elements that will be converted into Accela Automation as well as document special consideration (ex. merging data sources, phasing, etc.)

Final Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 7 A-L: HISTORICAL DATA CONVERSION DEVELOPMENT

Upon MDARD approval of the Historical Data Conversion Specifications document, (Deliverable 5), Accela will provide a program(s) to migrate appropriate historical data into Accela Automation. Upon receipt of the data from MDARD, Accela load the data into the Test environment for validation.

In terms of specific output, the following will be executed for this deliverable:

- ➢ Completion of migrated data into Accela Automation development or test environment

Accela Responsibilities:

- Provide a program to migrate historical data into MDARD's AA test database environment

- Each data conversion will include up to three (3) conversion loads for client testing, this does not include the data runs that are used for Accela unit testing
- Validate the successful completion of the migration of historical data into MDARD's test environment

MDARD Responsibilities:

- Providing the legacy data source in an acceptable format
- Assist in the execution of the data conversion program and provide access to environments as needed
- Provide resources to validate the conversion statistics and the quality of the data converted into Accela Automation

Acceptance Criteria:

- Historical data has been converted to Accela Automation testing environment according to the Data Conversion Mapping document
- Validation of the data loaded in the Accela test environment by MDARD

Final Acceptance Review Period:

- Ten (10) business days total

SYSTEM INTERFACES

For each interface, the Accela technical lead will work together with MDARD's technical lead and business leads to document functional and technical requirements of the interface in an Interface Specifications Document. Interface development begins upon written approval of the specifications. It is expected all interfaces will use Accela's GovXML, web services or batch engine. No custom or third party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. MDARD responsibility includes obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). Further, MDARD will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.

Accela will conduct Analysis/Mapping and Data Conversion Development for each Legacy system that will have data converted to Accela within the scope of this implementation.

Deliverable	System Name	Description
8A	CEPAS	State of Michigan Payment Processor
8B	ARS/RPS or Navision	Transportation Central Receipting System
8C	USA Herds	Animal Tracking via RFID
8D	MAIN	State of Michigan Financial System
8E	Lab Lynx	Test results from State Lab to be integrated with Accela via Lab Lynx's web API.

DELIVERABLE 8 A-E: INTERFACE ANALYSIS AND DEVELOPMENT

In order to determine MDARD requirements for these interfaces, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Accela in building the interface code. The implementation of the interfaces is dependent on the assistance of MDARD's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system.

In terms of specific output, the following will be executed for this deliverable:

- Interface Specifications Document
- Operational Interface in the Development or Test environment

Accela Responsibilities:

- Provide timely and appropriate responses to MDARD's request for information
- Conduct Interface Analysis sessions
- Work with MDARD staff to develop interface specifications document
- Use an Accela web service or other tool to implement the interface functionality based on the specifications
- Build all aspects of the interface that interact directly with the Accela Automation

MDARD Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Provide system and access to individuals to provide required details of system interface
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process
- Review and approve the interface specification documents
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system
- Validate interface through testing
- Work with 3rd party to ensure data from Accela is in correct format
- Updates to interface, post go-live, due to changes in 3rd party system or MDARD business processes

Acceptance Criteria:

- Review and approve the Interface Specifications document
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document

Final Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 9 A/B: BUSINESS PROCESS VALIDATION AND AUTOMATION

During the configuration analysis phase of the implementation project, Accela will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. Accela will work with MDARD to identify desired functionality, and subsequently will assist with prioritizing the needs in order to determine that will be developed by Accela within the scope of this implementation. The Business Process Validation and Automation developed by Accela can be used as models whereby MDARD staff can develop and modify additional functionality as needed. Scripts developed for Phase 1 will be invoiced as Deliverable 8A and Phase 2 will be Deliverable 8B.

Appendix C: Project Assumptions

Business Process Validation and Automation is broken out into two functional areas of the Accela solution, as defined below:

- EMSE (Event Manager Scripting Engine) – used to script based on system activities, such as a before or after event, that allow the system to automate activities (example: do not allow an inspection to be scheduled prior to a specific workflow task, or, auto-calculate and invoice a fee upon application submittal)
- Expression Builder – used to script form based interactions that occur prior to triggering and event or master script activity (example: auto-population form based data fields based on user-selected values)

Accela will work with MDARD to define a required list of EMSE and Expressions during the Analysis Phase(s): Deliverables 2- 3. The defined scripts for each business process will be in their respective to-be Analysis documentation. These business process automations will also be tracked in SharePoint in a script tracker, assessed a level of effort for development, and categorized as either: critical business process or a non critical business process.

- Any scripts with a LOE of 4 hours or less for analysis and development will not have a design specification document created and instead will be defined only in the Analysis documentation and the script tracker.
- Any scripts of greater complexity will require a specification document that MDARD will approve prior to development.
- Accela project management and DTMB will work with MDARD to determine the categorization of automation utilizing a reasonableness standard.

Critical business processes include the automation of MDARD's functional requirements and will be defined and mutually agreed upon by the project team during the Analysis Stage. Examples of Critical Business Processes are as follows:

- Currently existing automation utilized by MDARD for validation or completion of a business process in existing legacy systems.
- Automation of fee calculations on record creation for back office and online applications or renewals.
- Renewal related automation, including:
  - Batch renewal scripts to automate setting the expiration status and sending an email on the impending renewal to the applicant.
  - Creation of renewal record from license record with general information copied over to allow for ACA renewal processing. Automation of email to applicant on readiness of renewal and instructions on completing the renewal online.
- Any automation required to successfully complete a business process to meet the time constraints of a service level agreement.
- The scripting of fee recalculation.
- Reasonable business process automation to streamline current processes and provide improved customer service.
- Amendment scripting to allow the update of an application.
- Requirements marked in the RFP as "Yes" are included.

Non Critical processes automation includes those items that can be accomplished manually through the system via user interface and will be defined and mutually agreed upon by the project team during the Analysis Stage. Examples of Non Critical Processes are as follows:

- Scripted automated emails to improve communication. Non-scripted emails as part of workflow status changes can be built out of the box as part of standard configuration.
- Validation scripting to check for user error on data input.
- Workflow task scripting. The completion of workflow tasks automatically from user or citizen input not resulting from direct workflow task manipulation.
- Items that decrease the number of mouse clicks required by COTS solution.

Appendix C: Project Assumptions

All Critical Business processes will be analyzed and developed by Accela. Accela will analyze and develop up to 300 hours of development for any business process automation that are non-critical in nature. Please note that any business process automation must be finalized by the conclusion of Solution Foundation - Deliverable 4. Any additional business process automation identified after the solution foundation phase must draw from the pool of additional scripting hours regardless of categorization.

In terms of specific output, the following will be executed for this deliverable:

- Prioritized list of requirements that require Automation
- Specification documents for each required Automation with LOE greater than 4 hours
- Demonstration of completed Automations in development or test environments per the specifications document(s)

Accela Responsibilities:

- Work with MDARD staff to identify potential uses of scripting
- Assist with development of list of desired functionality
- Aid MDARD in prioritizing which scripts will be developed by Accela
- Develop scripts based on the specifications
- Demonstrate functionality of scripts per specifications

MDARD Responsibilities:

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success
- Identify resources that will learn scripting tools and approaches for ongoing maintenance
- Prioritize desired functionality to determine which scripts Accela will develop
- Provide timely and appropriate responses to Accela's request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance

Final Acceptance Criteria:

- 10 business days for design document
- 10 business days for unit testing and approval of developed script within the system to MDARD

Reports

Reports are defined as anything that can be printed from the system, including but not limited to, reports, forms, documents, notices, and letters that MDARD wishes to print as identified during configuration analysis. The Configuration Document will define the reports and documents that are required by MDARD to effectively use Accela Automation. These reports will be broken down by level of effort and identified in the configuration document. It is expected that, after the appropriate training (Accela Automation Database Schema Fundamentals) on the database and the selected report writing tool is completed, MDARD personnel will be able to handle additional and future report requirements. Reports are classified by level of effort: high, medium, and low. High is defined as a report containing significant calculation and/or extensive detail and number of fields – for example a financial statistical report or complex permit. The majority of reports require a 'medium' level of effort, which is defined as a report that requires some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, journals, logs. Reports with a low level of effort are typically letters or notices that contain contact information and basic application data.

These reports can be developed using the integral Accela Report Writer included with Accela Automation at MDARD's discretion. These custom reports, whether developed with Accela Report Writer or Crystal Reports, will be deployed in the Report Manager for use within Accela Automation.

DELIVERABLE 10 A/B: REPORT SPECIFICATIONS

Accela will develop documents/letters/reports from those identified by MDARD as required for the new system.

Accela and MDARD have agreed that Accela will develop reports based on the following breakdown:

- 20 High Complexity
- 36 Medium Complexity
- 24 Low Complexity

Prior to the development of a report MDARD will approve report design specification documents that will be created jointly by MDARD and Accela. The approved documents will be used as a basis for determining completion and approval of the reports. Development of each report cannot begin until agreement on each specification is complete.

A proven strategy that combines the use of the Accela Automation Quick Queries, custom reports developed by Accela that include run-time parameters to allow similar reports to be combined, and the development of other reports by MDARD after training, can ensure that all required reporting requirements are met. Reports spec'd for Phase 1 will be invoiced as Deliverable 9A and Phase 2 will be Deliverable 9B.

In terms of specific output, the following will be executed for this deliverable:

- List of identified reports with assigned responsibility for specification and development
- Completed Report Specification Documents for each report assigned to Accela

Accela Responsibilities:

- Assist in determining level of effort for reports to assist with prioritization
- Develop report specifications

MDARD Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate key users and content experts to participate in the report specification
- Provide information and data in the formats specified by Accela that will be needed for agreement on the Deliverable

Final Acceptance Criteria:

- Agreement on prioritized list of reports that will be developed by Accela
- Review and approval of individual Report Specifications documents. MDARD will not unreasonably withhold acceptance if MDARD requests changes to the reports specifications after the initial signoff of the specification by MDARD

- MDARD will have 10 business days to review the Report Specification Documents.

DELIVERABLE 11 A/B: REPORT DEVELOPMENT

Accela will develop custom documents/letters/reports per the specifications developed and approved in Deliverable 9, Report Development. Changes to the report specifications after approval can negatively impact project progress and the overall schedule. Therefore, changes to the report specifications after approval requires an analysis by Accela to determine the level of effort required, and if a change order would be required to complete the work. Reports Developed for Phase 1 will be invoiced as Deliverable 10A and Phase 2 will be Deliverable 10B.

In terms of specific output, the following will be executed for this deliverable:

- ➢ A total of 80 documents/letters/custom reports per the Report Specification Documents

Accela Responsibilities:

- Provide timely and appropriate responses to MDARD's request for information
- Develop reports per specifications
- Assist in the validation of the reports in test environment

MDARD Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate key users and content experts to participate in the report development and validation activities
- Request change order if changes to specifications are required

Final Acceptance Criteria:

- 10 business days to confirm report accuracy in the development or test environment per Report Specifications.

DELIVERABLE 12: ACCELA GIS CONFIGURATION

Accela will install and configure Accela GIS to link and leverage existing MDARD GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- View selection, location, and associated GIS information
- Select one or more parcels and add new applications to the licensing system
- Auto-populate spatial attributes for a property in forms (including ACA)

During GIS installation, Accela's technical staff will work with MDARD IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Specifically, Accela will setup a VPN tunnel from the Accela Cloud to MDARD GIS map services in order for communication between environments to occur. Accela technical staff will validate the proper installation and configuration of the Accela GIS environment and its connectivity to MDARD's existing GIS environment.

In terms of specific output, the following will be executed for this deliverable:

- ➢ Accela GIS installed and configured per MDARD requirements
- ➢ 4 Proximity Alerts
- ➢ 4 Attribute Mappings

- ➢ GIS Admin Training (8 hours), onsite or remote, up to 7 students

Accela Responsibilities:

- Install Accela software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Accela and MDARD
- Demonstrate that the Accela GIS applications are operational in MDARD computing environment thus communicating with the Accela Automation system
- Assist MDARD in identifying and developing Proximity Alerts and Dynamic Themes

MDARD Responsibilities:

- Arrange for the availability of appropriate staff for the system installation, setup, testing, and quality assurance throughout the setup process
- Provide people and physical resources based on the dates outlined in the project schedule
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela
- Provide Accela with network access for remote installation and testing
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation

Final Acceptance Criteria:

- Demonstration of operating Accela GIS in test and production

DELIVERABLE 12 A/B: ACCELA CITIZEN ACCESS CONFIGURATION

This deliverable includes setup and configuration of Accela Citizen Access (ACA) on MDARD Dev or Test site per the Requirements gathered in the To-Be Analysis Phase. Accela will work with MDARD representatives validate and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public. This deliverable will be repeated for each Phase, with training occurring in Phase 1. Specifically, the following items will be configured:

- ➢ Integration into existing MDARD website
- ➢ Text Settings, including disclaimers, help text and watermarks
- ➢ Security Settings
- ➢ Form Layout
- ➢ User registration settings
- ➢ User rights and permissions

In terms of specific output, the following will be executed for this deliverable:

- ➢ Accela Citizen Access Specifications Document (MS Word)
- ➢ Accela Citizen Access Admin Training (1 day), onsite or remote, up to 7 students

Accela Responsibilities:

- Setup Accela Citizen Access in Dev and Test environments
- Work with MDARD to determine which services to expose to the public via Accela Citizen Access
- Create configuration specification for Accela Citizen Access based on analysis with MDARD
- Configure the Online Record types defined in the System Configuration Document in Accela Citizen Access

MDARD Responsibilities:

- Validate that the configuration specification for Accela Citizen Access meets MDARD requirements based on details from the Configuration phase of the project
- Perform testing of all Online Record types for purposes of validating the configuration

Acceptance Criteria:

- Accela Citizen Access Configuration Analysis Document provides details of all configuration elements based on Accela Automation back office configuration
- The base configuration of Accela Citizen Access is configured as documented in the approved Accela Citizen Access Specification Document
- Demonstration of the operational Accela Citizen Access functionality per the specification document(s)
- eMichigan compliance approval

Final Acceptance Review Period:

- 10 business days to conduct initial review of the Specifications Document. If no changes or comments are requested within the 10 days, the milestone is considered approved by MDARD. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 5 business days for acceptance.
- Completion of the ACA Admin Training.

DELIVERABLE 13: ACCELA MOBILE OFFICE CONFIGURATION

Accela will configure the Accela Mobile Office application. As part of this deliverable Accela will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a test and production environment.

Analysis activities with MDARD will result in a Mobile Office Configuration Specifications Document. Subsequently, Accela's staff will extend base configuration of Accela Mobile Office per the Mobile Office Configuration Specifications Document.

In terms of specific output, the following will be executed for this deliverable:

- Accela Mobile Office Configuration Specifications Document
- Demonstration of operation system per Accela Mobile Office Configuration Specifications Document

Accela Responsibilities:

- Create configuration specifications for Accela Mobile Office based on analysis with MDARD
- Configure Accela Mobile Office based on approved specifications document
- Demonstration of application in a mobile office environment

Acceptance Criteria:

- The base configuration of Accela Mobile Office in the Development or Test environment is configured as documented in the Accela Mobile Office Configuration Specifications document

Final Acceptance Review Period:

- 10 business days to conduct initial review of the Specifications Document. If no changes or comments are requested within the 10 days, the milestone is considered approved by MDARD. Upon delivery of initial feedback, Accela will complete the necessary changes and updates. The second and final review will have 5 business days for acceptance.

DELIVERABLE 14: V360 USER EXPERIENCE

V360 User Experience is comprised of the fine-tuning of the User Interface ("look and feel") of the system, usability and security. This portion is completed prior to User Acceptance Testing to provide a more refined view of the system and assistance with system acceptance for new users. Accela will use the completed configuration and standard, best practice V360 User Interface as a starting point for analysis and documentation of desired look and feel of Accela Automation V360 user interface.

V360 User Console configuration will be accomplished through a series of onsite, and remote web meeting, workshops. These workshops will be used in order to accomplish the requested changes, in real-time, and provide ad-hoc training/knowledge transfer to MDARD staff on the process of modifying the look and feel of Accela Automations V360 User Interface. Per Accela's best practice methodology, each workshop will be 2 hours long. Information collected, and updated, during the workshop include detailed settings related to the following topics:

- User Consoles and Form Layout
- Navigation tools
- Search screens and data filtration tools

In terms of specific output, the following will be executed for this deliverable:

- Completion of 6 (six) Analysis workshops, interviews and WebEx sessions for Phase 1
- Completion of 14 (fourteen) Analysis workshops, interviews and WebEx sessions for Phase 2
- Configuration of V360 User Experience

Accela Responsibilities:

- Conduct sessions to capture the required look and feel functionality of the Accela Automation system
- Conduct meetings via email, Adobe Connect, phone, and in person to gather and validate analysis input.
- Build the user experience components as discovered during workshops

MDARD Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate MDARD key users and content experts to participate in the user experience analysis
- Complete any additional User Experience updates as desired by MDARD after the workshops are completed
- Schedule participants and meeting locations for analysis workshop activities

Final Acceptance Criteria:
- Completion of 20 (twenty) V360 User Experience Workshops
- eMichigan compliance approval

STAGE 5 – READINESS

DELIVERABLE 15: ADMINISTRATIVE TRAINING

Accela will provide training for MDARD staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Accela is to educate MDARD resources on all aspects of Accela

Automation in an effort to ensure MDARD is self-sufficient. This allows MDARD to best react to changing requirements and ongoing maintenance, which can allow MDARD to be reactive and significantly reduce system maintenance costs over time.

In terms of specific output, the following will be executed for this deliverable:

- Accela Automation Admin Usage (3.5 days), onsite, up to 10 students
- Accela Automation Database Schema Fundamentals (1 day), onsite or remote, up to 7 students
- Accela Automation Event Manager Scripting – Basic (2 days), onsite or remote, up to 7 students
- Accela Automation V360 User Experience (2 days), onsite or remote, up to 10 students
- Accela Automation Advanced Fees (1 day), onsite or remote, up to 7 students
- Accela Ad-Hoc Reporting (1/2 day), onsite or remote, up to 7 students

Accela Responsibilities:

- Coordinate with MDARD to define training schedule and logistics
- Deliver training per the specific requirements listed above

MDARD Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable MDARD facilities to accommodate various training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course

Final Acceptance Criteria:

- Execution of listed training courses

DELIVERABLE 16A/B: REPORT WORKSHOP

Accela will provide training and onsite support in a "hand's on", report development workshop. Our aim is to educate MDARD resources on all aspects of report writing in Accela Automation in an effort to ensure MDARD is self-sufficient. This allows MDARD to best react to changing requirements and ongoing maintenance, which can allow MDARD to be reactive and significantly reduce system maintenance costs over time. Up to ten (10) MDARD and/or DTMB staff may attend the Report Workshop. Accela recommends no more than seven (7) attendees in order to ensure maximum trainee satisfaction.

Please note, Accela does not train on the use of 3rd party tools, specifically, report development tools. Accela assumes that MDARD staff have appropriate training and/or experience with the 3rd party report development tool of choice. (Example: Crystal Reports, Microsoft SQL Reporting Services, etc.)

In terms of specific output, the following will be executed for this deliverable:

- Two, Four-Day, onsite Report Workshop (one per Phase)

- ➢ Accela will provide up to 40 hours of Report assistance by phone after each Report Workshop. The call must be coordinated through MDARD and Accela Project manager. Each support call will count as at least 1 hour towards the total.

Accela Responsibilities:

- Coordinate with MDARD to define training schedule and logistics
- Deliver training per the specific requirements listed above

MDARD Responsibilities:

- Select and prepare the power-users and/or admin staff who will be participating in the workshop
- Provide suitable MDARD facilities to accommodate training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course

Final Acceptance Criteria:

- Completion of two, 4-day Report Workshops

DELIVERABLE 17: TRAIN THE TRAINER

This Deliverable includes the Delivery by Accela of a 5-day "Train-the-Trainer" course. Accela best practices have proven that class sizes no larger than 7 participants are more successful with students who meet the pre-requisites of the course. The Accela Trainer will work with MDARD if a class size needs to be modified to ensure a successful instruction outcome.

End User Training should be coupled with MDARD delivering supplementary user training to its staff using the core Use Cases documented in each To-Be Analysis Document. Accela recommends MDARD adopt the "80/20 rule" for training, focusing the majority of their training on 80% of what MDARD normally does operationally. The recommended supplementary training conducted by MDARD can utilize business experts from each area to train on all aspects of their configuration. Accela will deliver current and comprehensive training documentation in a format that can be customized by MDARD.

In terms of specific output, the following will be executed for this deliverable:

- ➢ Accela on-site instructor-led 5 day Train-the-Trainer course sessions delivered per the agreed-to schedule

Accela Responsibilities:

- Coordinate with MDARD to define training schedule and logistics
- Provide 5 day Train-the-Trainer course sessions
- Perform post-training evaluation(s) to ensure MDARD staff has the necessary information to perform their train-the-trainer duties

MDARD Responsibilities:

- Identify MDARD resources who will receive the training and who have the skills to perform as "trainers", if required.
- Provide a training room at MDARD facilities to conduct the training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course

Final Acceptance Criteria:

- Execution of 5 day Train-the-Trainer course sessions and verification that individuals have the information required to perform their train-the-trainer duties

DELIVERABLE 18: CITIZEN ACA TESTING

This deliverable consists of providing a testing workshop for select citizens. MDARD would seek out and select citizens to participate in this testing process. Those citizens would work with Accela staff to test the system. Accela will provide minimal training to the citizen testers and allow them to simulate their business processes in ACA. They will create accounts, update user profiles, search historical data, and create application submissions. The citizens will then be asked to provide feedback on the system.

In terms of specific output, the following will be executed for this deliverable:

- ➢ Training Documentation for online application
- ➢ Video clip to be embedded via link to demonstrate the use of ACA for account creation, account management, generic record creation and the generic renewal process.

Accela Responsibilities:

- Coordinate with MDARD to complete training videos and documentation
- Provide training documentation in MS Word format so that it can be owned and updated by Agency.

MDARD Responsibilities:

- Review and approve training documentation and videos

Final Acceptance Criteria:

- Completion of training videos and documentation

DELIVERABLE 19 A/B: USER ACCEPTANCE TESTING (UAT)

This deliverable is comprised of the assistance Accela will provide to allow MDARD to accept that the solution meets the requirements as documented in all the deliverables. Accela will assist MDARD in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Accela will provide support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that MDARD devote ample time and resources to this effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by MDARD, and coordination of resources is critical. At this point in the implementation process, MDARD should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

Accela will provide assistance to MDARD as needed by providing User Acceptance Testing (UAT) support and facilitating completion of UAT. Accela will address and rectify issues discovered during the UAT process as MDARD staff executes testing activities. Accela will work with MDARD to develop a test plan and deliver up to 4 sample test scripts, as well as an issue log to track the progress of testing. Accela will plan for the following:

- ➢ Deliverable 18A, Phase 1 – 4 weeks of User Testing
- ➢ Deliverable 18B, Phase 2 – 8 weeks of User Testing

MDARD and Accela agree that this deliverable is critical to project success and that adequate staffing is required in order to successfully test the system, end to end, and resolve all issues prior to go-live. MDARD and Accela will work to identify and resolve any staffing issues as they occur as previously mentioned in the Statement of Work.

In terms of specific output, the following will be executed for this deliverable:

- Resolution of issues resulting from MDARD User Acceptance Testing
- Fully tested system that is ready to move to production for go-live

Accela Responsibilities:

- Provide recommendations on testing strategy and best practices
- For Phase 1, lead MDARD in up to 4 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use
- For Phase 2, lead MDARD in up to 8 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use
- Resolution of issues as a result of User Acceptance Testing activities

MDARD Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate MDARD key users and content experts to participate in user acceptance testing as defined and managed by MDARD
- Develop the User Acceptance test scripts with oversight of Accela and sample scripts
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable

Final Acceptance Criteria:

- Completion of UAT with MDARD signoff that the system is ready for go-live

DELIVERABLE 20: CITIZEN ACA TRAINING

This deliverable consists of providing customized training materials for citizens in the use of Accela Citizen Access. MDARD and Accela will work in conjunction to provide documentation on the successful usage of ACA for each online process. Accela will also provide a video demonstrating the use of ACA for user account creation, account management, general record creation, and the general renewal process.

In terms of specific output, the following will be executed for this deliverable:

- Training documents for each online application.
- Video clip to be embedded via link to demonstrate the use of ACA for account creation, account management, generic record creation and the generic renewal process.

Accela Responsibilities:

- Coordinate with MDARD to define training schedule and logistics
- Provide 3(three) separate training workshops in each phase
- Perform post-training evaluation(s) to ensure citizens have the necessary experience to utilize ACA.

MDARD Responsibilities:

- Coordinate with Accela staff to define training schedule and logistics
- Identify and invite citizens to take part in the ACA training workshops.
- Provide a training room at MDARD facilities to conduct the training classes
- Provide MDARD power users to assist with the hands-on workshop sessions

Final Acceptance Criteria:
- Execution of 3 Citizen ACA Workshops per phase.

STAGE 6 - DEPLOY

DELIVERABLE 21 A/B: PRE GO-LIVE SUPPORT

Production date is defined as the official date in which Accela Automation moves from the test environment to production for daily MDARD usage. This date will be agreed to by both Accela and MDARD at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment. This deliverable will repeat for both Phase 1 and Phase 2.

In terms of specific output, the following will be executed for this deliverable:

- Deployment support prior to moving to Production
- Setup of Integration points in Production
- Setup final reports in Production
- Setup all final components of solution in Production
- Final Conversion run during cutover
- Accela Automation used in Production environment for MDARD daily use

Accela Responsibilities:

- Provide resources to support the move to Production effort.
- With assistance from MDARD, lead the effort to transfer the system configuration and any required data from Support to Production
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production

MDARD Responsibilities:

- Provide technical and functional user support for pre and post Production Planning, execution, and monitoring
- Provide timely and appropriate responses to Accela's request for information
- Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production
- Make available the appropriate MDARD key users and content experts to participate in user acceptance testing as defined and managed by MDARD

Final Acceptance Criteria:

- Deployment support prior to moving to Production
- Production system is first used by MDARD for daily use

DELIVERABLE 22 A/B: GO-LIVE SUPPORT AND TRANSITION TO CUSTOMER RESOURCE CENTER (CRC)

This deliverable is comprised of the post- Production support assistance that Accela will provide to address issues and provide consultative advice immediately following the move to Production for daily use.

Accela will work with MDARD to identify and address issues during this period using a Post Production Issues List. This list will be comprised only of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela. Issues that are not remaining work or directly related to requirements defined during this implementation will be the responsibility of MDARD. Examples of issues MDARD is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures and/or custom documentation related to the use of Accela Automation. Specifically, Accela will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project.

After the first 21 days of go-live, Accela will disable the issue tracking list for new issues and work to resolve all remaining in scope issues. Once all issues that are not classified as a software bug are resolved, a formal meeting will be scheduled with MDARD, Accela Services Team, and Accela CRC for the purpose of transitioning support of future issues, questions, and known bugs to Accela CRC. All requirements identified in the Statement of Work will be met before transitioning to the Accela CRC. This deliverable will repeat for both Phase 1 and Phase 2.

In terms of specific output, the following will be executed for this deliverable:

- Phase 1- 2 (two) staff onsite for week one of go-live (4 days), 1 (one) staff onsite for week two (3 days) and remote support thereafter
- Phase 2- 3 (three) staff onsite for week one of go-live (4 days), 2 (two) staff onsite for week two (3 days) and remote support thereafter
- Finalized post production issues list
- Transition of MDARD from Services team to Customer Resource Center for ongoing support once all contractual requirements are completed.

Accela Responsibilities:

- Provide post-production support for Accela developed configuration and components.
- Assist with the identification of issues for the Post Production Issues List.
- Assist with issues that may arise related to the deliverables in this SOW.
- Transfer ongoing support of the client and to the CRC to address any post Production issues that require remediation once contractual issues are resolved.

MDARD Responsibilities:

- Provide technical and functional user support for post-production support and monitoring.
- Develop and maintain a Post Production Issues List.
- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate MDARD key users and content experts to participate in user acceptance testing as defined and managed by MDARD.

Appendix C: Project Assumptions

Final Acceptance Criteria:

- Completion of post-Production support including the resolution of all high priority post production issues.
- Official transfer from the Accela Services project team to the Customer Resource Center (CRC).

APPENDIX E - LICENSE TYPES

Division Name	Type	Description
Food and Dairy	Food Establishment Handlers License	Several Categories/Types: food warehouse, limited wholesale food processor, extended retail food establishment, wholesale food processor
Food and Dairy	Food Establishment Service License	Several Categories/Types: Fixed establishment, mobile, mobile commissary, vending location, temporary food establishment, special transitory food unit (STFU)
Food and Dairy	Bottled Water Registration	Register brands and types of water that you will be sold for bottled water plants
Food and Dairy	Water Dispensing Machine Registration	Register brands and types of water that you will be sold for water dispensing machines
Food and Dairy	Dairy - Certified Field Person	License for individual who is trained and certified to conduct official dairy farm inspections
Food and Dairy	Dairy - Certified Hauler Sampler	License for person that picks up milk in bulk from a dairy farm.
Food and Dairy	Dairy - Grade "A" Dairy Farm	License to sell raw milk for processing.
Food and Dairy	Dairy - Grade "A" Milk Distributor	License to distribute or warehouse grade "A" products.
Food and Dairy	Dairy - Grade "A" Milk Plant	License for processing milk or milk products.
Food and Dairy	Dairy - Grade "A" Receiving Station	Facility that receives milk for transfer to a dairy plant.
Food and Dairy	Dairy - Grade "A" Single Service Plant	Plant that produces single service products or closures.
Food and Dairy	Dairy - Grade "A" Tank Truck Cleaning Facility	Facility that cleans milk contact surfaces of milk tank trucks
Food and Dairy	Dairy - Grade "A" Transfer Station	License for a facility that transfers milk to other milk tank trucks
Food and Dairy	Dairy - Manufacturing Dairy Farm	Permit required for manufacture of milk or milk products
Food and Dairy	Dairy - Manufacturing Dairy Plant	License required for processing milk or milk products.
Food and Dairy	Dairy - Milk Transportation Company / Tank Truck / Can Milk Truck	License for bulk milk tank truck.
Food and Dairy	Shellfish Certification	Record to track the certification for Shellfish sanitation

Appendix C: Project Assumptions

Food and Dairy	Food Service establishment licensing	Local health departments conduct the inspections (which is not in scope for this project) . Also only back office processing and no citizen access component.
Pesticide and Plant Pest Management (PPPM)	Nursery - Nursery/Plant Dealer & Grower License	License for engaging in business of growing, selling, or re-shipping nursery stock or herbaceous perennials
Pesticide and Plant Pest Management (PPPM)	Nursery - Organic Certifying Agents Registration	Any organic handler/producer
Pesticide and Plant Pest Management (PPPM)	Agrichemical Bulk Storage Facility Registration	License for bulk storage of agricultural chemicals
Pesticide and Plant Pest Management (PPPM)	Agricultural Pesticide Dealer	License for agricultural pesticide sales
Pesticide and Plant Pest Management (PPPM)	Commercial Pesticide Applicators Business License	License for application of pesticides
Pesticide and Plant Pest Management (PPPM)	Fertilizer Manufacturer/Distributor License	License for manufacturing/distribution of fertilizer
Pesticide and Plant Pest Management (PPPM)	Liming License	Liming material manufacturing/distribution
Pesticide and Plant Pest Management (PPPM)	Pesticide Applicators Certification	Professional license for application of pesticides
Pesticide and Plant Pest Management (PPPM)	Pesticide Notification Registry	Registration of individuals with diagnosed pesticide sensitivity for notification prior to pesticide application.
Pesticide and Plant Pest Management (PPPM)	Pesticide Product Registration	Registration with the state for pesticides
Pesticide and Plant Pest Management (PPPM)	Restricted Use Pesticide Dealer License	License for selling, offering to sell, or distribute restricted use pesticide (RUP)
Animal Industry (AID)	Animal Remedies License	License for manufacturers of animal stimulants, invigorants, cures, etc.
Animal Industry (AID)	Animal Shelter, Dog Pound Registration	Animal Shelter, Dog Pound Registration, one time registration
Animal Industry (AID)	Aquaculture	Aquaculture licensing
Animal Industry (AID)	Commercial Feed Manufacturer/Distributor License	Commercial Feed Manufacturer/Distributor License
Animal Industry (AID)	Disposal Or Transporting Of Dead Animals	Disposal Or Transporting Of Dead Animals
Animal Industry (AID)	Livestock Dealer License	Livestock Dealer License
Motor Fuel	Retail Motor Fuels Outlet License	Motor Fuels licensing, primary gas stations, testing
Motor Fuel	Service Person / Agency Registration	Service Person / Agency Registration
Pesticide and Plant Pest Management (PPPM)	Controlled Atmosphere (CA) Storage License	Controlled Atmosphere (CA) Storage License
Pesticide and Plant Pest Management (PPPM)	Grain Dealer Facility License	Grain Dealer Facility License
Pesticide and Plant Pest Management (PPPM)	Grain Merchandiser/Trucker License	Grain Merchandiser/Trucker License
Pesticide and Plant Pest Management (PPPM)	Wholesale Potato Dealer License	Potato Dealer Licensing

Pesticide and Plant Pest Management (PPPM)	Migrant Labor Housing	Migrant Labor Housing permitting and enforcement

APPENDIX F - INSPECTION TYPES

Division Name	Type
Animal Industry (AID)	Wild Life Risk Mitigation
Animal Industry (AID)	Market Coverage
Animal Industry (AID)	TB Whole Herd Tests
Animal Industry (AID)	Freezer Beef Inspection
Animal Industry (AID)	Animal Control Annual Visit
Animal Industry (AID)	Animal Shelter- Recheck/Follow-up
Animal Industry (AID)	Disease Investigation
Animal Industry (AID)	Animal Shelter- Complaint
Animal Industry (AID)	Bovine TB Suspect
Animal Industry (AID)	Animal Protection Shelter - Annual Visit
Animal Industry (AID)	Psuedorabies
Animal Industry (AID)	TB Movement Test
Animal Industry (AID)	CWD Sample Pick-Up
Animal Industry (AID)	TB Trace
Animal Industry (AID)	TB Herd Plan Inspection
Animal Industry (AID)	Illegal Importation
Animal Industry (AID)	TB Accredited Herd Inspections
Animal Industry (AID)	Livestock Dealer-Recheck/ Follow-up
Animal Industry (AID)	Animal Shelter- Prelicensing
Animal Industry (AID)	Livestock Dealer/Market Inspections
Animal Industry (AID)	Animal Control Officer Ride Along
Animal Industry (AID)	Animal Control Triannual Visit
Animal Industry (AID)	Drug Tissue Residue
Animal Industry (AID)	Animal Welfare Complaint
Animal Industry (AID)	VHS Surveillance
Animal Industry (AID)	Quarantine Follow-Up
Animal Industry (AID)	Scrapie
Animal Industry (AID)	TB Fee Basis and Gamma Training
Animal Industry (AID)	Aquaculture Prelicensing
Animal Industry (AID)	Dead Animal- Prelicensing

Appendix C: Project Assumptions

Animal Industry (AID)	TB Post Movement Testing Program
Animal Industry (AID)	Avian Influenza Surveillance
Animal Industry (AID)	Dead Animal- Complaint
Animal Industry (AID)	Livestock Dealer/Market- Complaint
Animal Industry (AID)	Livestock Dealer/Market- Prelicensing
Animal Industry (AID)	Aquaculture- Recheck/Follow-up
Animal Industry (AID)	Cervid TB Suspect
Animal Industry (AID)	Education
Animal Industry (AID)	ILT Investigation
Animal Industry (AID)	Pet Shop Complaint
Animal Industry (AID)	Toxic Contamination
Animal Industry (AID)	Animal Control Meeting
Animal Industry (AID)	Biologics Investigation
Animal Industry (AID)	Bovine- Injury
Animal Industry (AID)	CDC Confinement
Animal Industry (AID)	Dead Animal Dealer- Recheck/ Follow-up
Animal Industry (AID)	EIA Illegal Movement
Animal Industry (AID)	Illegal Import to a Pet Shop
Animal Industry (AID)	Large Carnivore Investigation
Animal Industry (AID)	Pet Shop Investigation
Animal Industry (AID)	Pick Up for Necropsy
ESD	Migrant Labor Housing
ESD	Environmental Assurance
ESD	Right-to-Farm
ESD	Conservation Easement
ESD	Drain Condition
Food Industries	Food Inspections
Food Industries	Dairy Farm Inspection
Food Industries	Tanker Inspection
Food Industries	Hauler Inspection
Food Industries	Dairy Plant Inspection
Lab	Weight and Measures
Lab	Motor Fuel Quality
Lab	Reid Vaport Pressure
Lab	"Item Pricing"
PPPM - Ag Products	Agricultural Products

Appendix C: Project Assumptions

PPPM - Ag Products	Grain Elevator Sanitation
PPPM - Ag Products	State Medicated Feed
PPPM - Ag Products	Bulk Storage
PPPM - Fruit & Veg	F&V Shipping Point
PPPM - Fruit & Veg	F&V Market
PPPM - Fruit & Veg	F&V GAP/GHP Audits
PPPM - Fruit & Veg	F&V CA Storage
PPPM - Fruit & Veg	F&V Process
PPPM - Pesticides	Pesticide Contact Reports
PPPM - Pesticides	Certified Applicator Records
PPPM - Pesticides	Pesticide Misuse
PPPM - Pesticides	Planned Use
PPPM - Pesticides	State Marketplace
PPPM - Pesticides	Restricted Use Pesticide Audit
PPPM - Pesticides	Fed. Producer Establishment
PPPM - Pesticides	Fed. Marketplace
PPPM - Pesticides	Federal Import
PPPM - Plant Industry	Export
PPPM - Plant Industry	Nursery Dealer
PPPM - Plant Industry	Nursery Grower
PPPM - Plant Industry	Christmas Trees
PPPM - Plant Industry	Compliance
PPPM - Plant Industry	Interstate Shipping
PPPM - Plant Industry	Apiary
PPPM - Plant Industry	Import
PPPM - Plant Industry	Special
PPPM - Plant Industry	Seed Corn
PPPM - Producer Security	Grain Dealers

Appendix C: Project Assumptions

SCHEDULE A

FEES

I. Licensing & Case Management:

PART #	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	NET PRICE
DL10AALCP500601	Accela Licensing and Case Mgt Department Site License Hosted P50	1	$700,000.0000	15.000	$595,000.00
MI100DEPALC0601	Accela Licensing and Case Mgt Department Site License Annual Maintenance and Support	1	$140,000.0000	10.000	$126,000.00
MS10AALCDEP0601	Accela Licensing and Case Mgt Department Site License Managed Service Fees	1	$70,000.0000	10.000	$63,000.00
	Subtotal				$784,000.00

Citizen Access

PART #	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	NET PRICE
DL10AACASTA0601	Accela Citizen Access Department Site License for State Hosted	1	$150,000.0000	15.000	$127,500.00
MI100ACASTA0601	Accela Citizen Access Department Site License Annual Maintenance and Support	1	$30,000.0000	10.000	$27,000.00
MS10AACASTA0601	Accela Citizen Access Department Site License Managed Service Fees	1	$15,000.0000	10.000	$13,500.00
	Subtotal				$168,000.00

GIS

PART #	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	NET PRICE
DL10AGISP500601	Accela GIS Department Site License Hosted P50	1	$195,000.0000	15.000	$165,750.00
MI10AGISDEP0601	Accela GIS Department Site License Annual Maintenance and Support	1	$39,000.0000	10.000	$35,100.00
MS10AGISDEP0601	Accela GIS Department Site License Managed Service Fees	1	$19,500.0000	10.000	$17,550.00
	Subtotal				$218,400.00

Mobile Office

PART #	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	NET PRICE
DL10AAMOP500601	Accela Mobile Office Department Site License Hosted P50	1	$355,000.0000	15.000	$301,750.00
MI100AMODEP0601	Accela Mobile Office Department Site License Annual Maintenance and Support	1	$71,000.0000	10.000	$63,900.00
MS100AMODEP0601	Accela Mobile Office Department Site License Managed Service Fees	1	$35,500.0000	10.000	$31,950.00
	Subtotal				$397,600.00

Subtotal: $1,568,000.00

State and Contractor agree that License, Maintenance and Managed Service fees are due upon execution and are payable pursuant to the Payment Schedule (below) and otherwise as provided in Section 2.040 of the Contract.

Payment Schedule:
(1) An initial payment of $700,000.00 shall be paid to Contractor within 45 Days from execution of this Change Notice; and

Appendix C: Project Assumptions

(2) A second payment in the amount of $868,000.00 shall be paid to Contractor no later than November 15, 2014

Maintenance and Hosting renewals fees are due annually on each anniversary of the commencement date and will increase at three (3) % year after year, commencing at year six. Annual Maintenance and Hosting Fees for years 2, 3, 4 and 5 is $378,000.00 per year.

II. Professional Services:

Deliverable	Payment
Deliverable 1A: Project Initiation	$75,000.00
Deliverable 1B: Project Initiation	$75,000.00
Deliverable 2A: To-Be Analysis Sessions	$75,000.00
Deliverable 2B: To-Be Analysis Sessions	$90,000.00
Deliverable 2C: To-Be Analysis Sessions	$90,000.00
Deliverable 3A: To-Be Analysis Documents	$45,000.00
Deliverable 3B: To-Be Analysis Documents	$60,000.00
Deliverable 3C: To-Be Analysis Documents	$60,000.00
Deliverable 4A: Accela Automation Solution Foundation	$50,000.00
Deliverable 4B: Accela Automation Solution Foundation	$100,000.00
Deliverable 4C: Accela Automation Solution Foundation	$100,000.00
Deliverable 5A: Enterprise Analysis Session	$15,000.00
Deliverable 5b: Enterprise Analysis Session	$15,000.00
Deliverable 6A: Historical Data Conversion Analysis	$20,000.00
Deliverable 6B: Historical Data Conversion Analysis	$20,000.00
Deliverable 6C: Historical Data Conversion Analysis	$20,000.00
Deliverable 6D: Historical Data Conversion Analysis	$20,000.00
Deliverable 6E: Historical Data Conversion Analysis	$20,000.00
Deliverable 6F: Historical Data Conversion Analysis	$20,000.00
Deliverable 6G: Historical Data Conversion Analysis	$20,000.00
Deliverable 6H: Historical Data Conversion Analysis	$20,000.00
Deliverable 6I: Historical Data Conversion Analysis	$20,000.00
Deliverable 6J: Historical Data Conversion Analysis	$20,000.00
Deliverable 6K: Historical Data Conversion Analysis	$20,000.00
Deliverable 7A: Historical Data Conversion Development	$20,000.00
Deliverable 7B: Historical Data Conversion Development	$20,000.00
Deliverable 7C: Historical Data Conversion Development	$20,000.00
Deliverable 7D: Historical Data Conversion Development	$20,000.00
Deliverable 7E: Historical Data Conversion Development	$20,000.00
Deliverable 7F: Historical Data Conversion Development	$20,000.00
Deliverable 7G: Historical Data Conversion Development	$20,000.00
Deliverable 7H: Historical Data Conversion Development	$20,000.00
Deliverable 7I: Historical Data Conversion Development	$20,000.00

Deliverable 7J: Historical Data Conversion Development	$20,000.00
Deliverable 7K: Historical Data Conversion Development	$20,000.00
Deliverable 8A: Interface Analysis and Development	$25,000.00
Deliverable 8B: Interface Analysis and Development	$25,000.00
Deliverable 8C: Interface Analysis and Development	$25,000.00
Deliverable 8D: Interface Analysis and Development	$25,000.00
Deliverable 8E: Interface Analysis and Development	$25,000.00
Deliverable 9A: Business Process Validation and Automation	$50,000.00
Deliverable 9B: Business Process Validation and Automation	$75,000.00
Deliverable 10A: Report Specifications	$35,000.00
Deliverable 10B: Report Specifications	$55,000.00
Deliverable 11A: Report Development	$35,000.00
Deliverable 11B: Report Development	$50,000.00
Deliverable 12A: Accela Citizen Access Configuration	$25,000.00
Deliverable 12B: Accela Citizen Access Configuration	$25,000.00
Deliverable 13: Accela Mobile Office	$35,000.00
Deliverable 14A: V360 User Experience	$25,000.00
Deliverable 14B: V360 User Experience	$35,000.00
Deliverable 15: Administrative Training	$35,000.00
Deliverable 16A: Report Workshop	$20,000.00
Deliverable 16B: Report Workshop	$20,000.00
Deliverable 17: Train the Trainer	$25,000.00
Deliverable 18: Citizen ACA Testing	$25,000.00
Deliverable 19A: User Acceptance Testing	$45,000.00
Deliverable 19B: User Acceptance Testing	$75,000.00
Deliverable 20: Citizen ACA Training	$25,000.00
Deliverable 21A: Pre-Go Live Support	$50,000.00
Deliverable 21B: Pre-Go Live Support	$70,000.00
Deliverable 22A: Go Live Support and Transition to CRC	$50,000.00
Deliverable 22B: Go Live Support and Transition to CRC	$89,700.00
Total for Services	**$2,389,700.00**

Professional Services fees are billable based upon mutually agreed terms and conditions established in the Statement of Work (SOW). **Reserve Bank of Hours** (costs and the $185 hourly rate are pursuant to Appendix G, Table 4 of the Contract): A total of **$350,000 for an optional reserve bank of hours is added by this Change Notice**

TOTAL:	**$5,819,700.00**

SCHEDULE B

ACCELA SECURITY AND DISASTER RECOVERY PLAN

Accela shall provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela shall provide, where not expressly prohibited, a copy of the datacenter's annual SSAE-16 Type III audit report. Accela will provide a back-up hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility shall be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including, but not limited to, earthquake, flood, hurricane, tornado, etc.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility shall include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs); removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power

The hosting facility shall have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include, but not be limited to, the following features:

- N+1 redundancy of cooling towers, water pumps, and chillers
- Multiple air handling units to provide an additional level of redundancy
- Cooling units to maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility shall have physical security to control unauthorized access to the equipment, including, but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The proposed solution shall operate with an Oracle database backend.

The hosting facility shall have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions, and customers.

Accela shall provide the equipment, hardware, and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility shall provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela shall provide a PCI compliant infrastructure for deployment within the proposed data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

Appendix C: Project Assumptions

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the Accela applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela shall provide a business continuation strategy that can be implemented in the event of catastrophic failure at the Accela's primary site; such a strategy will provide that the Accela back-up site will be live and functional within 24 hours.

Accela shall perform daily back-ups of the data using Oracle RMAN-based, compressed back-up sets. . The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. Accela's back-up strategies and fully redundant DR site ensure that a complete system rebuild of data will not be necessary.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established in Schedule B. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable, provided notice of such down time is provided in accordance with Schedule B. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than 43 minutes and occur no more than one time per month. Any unscheduled down time shall incur the credits to customer in accordance with Schedule B. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one (1) week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one (1) month after being deployed to Staging for Major releases and two (2) weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

Accela shall provide the customer with a full database export on a monthly basis. The customer has the option to request a more frequent export if desired, but will not exceed one (1) per calendar week. Data exports will be posted to the Accela FTP site within 72 hours of the request.

Accela shall respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found, they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Managed Service, Accela shall provide, host, manage, and maintain the System as follows:

A. Management, Support, and Maintenance of Hardware.

Appendix C: Project Assumptions

1. Accela shall provide, manage, and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela shall provide a mirrored back-up of the system.

2. Accela shall provide, manage, and maintain, for the System, the physical hardware, racks, and switches. This will involve any physical fix as needed, updates, or refreshes as necessary.

B. Capacity Planning and Monitoring
Accela shall be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in the Contract.

C. Asset Management
Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela shall perform the following tasks:
- Manage third party vendor contracts for equipment used in support of the Contract (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)
- Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
- Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage

D. Facilities Services
Accela shall provide a PCI compliant facility.

E. Monitoring Server and OS
1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela shall perform the following:
- Provide the operational support processes required for up/down monitoring
- Document and track all detected problems using the site problem management process
- Escalate all detected problems to the appropriate support personnel

F. Operations Management
1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela shall perform the following:
- Perform systems operation functions such as power on/off and start/stop/reset device intervention
- Monitor vendors on the Accela premise performing work maintenance or problem resolution work
- Maintain responsibility for procuring any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management
1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. Accela shall perform the following:
- Install and maintain system-level software, such as operating system and other system-level products software requiring user access
- Monitor system software status and take necessary action to resolve any issues
- Perform operation system software tuning as required to maintain daily operations for Accela-provided services
- Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
- Install patches per vendor instructions for security exposures deemed critical by the vendor
- Participate in the identification of connectivity and associated network problems

- Plan and implement necessary changes for the System
- Document and track all configuration management changes using the site change management process
- Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to back up and restore operating system and flat-file data.
2. Accela shall perform the following:

- Design and implement the backup Plan
- Perform backups
- Provide for data restores as needed if customer causes the need for a data restoration; customer will be responsible for the actual cost of the data restore at the hourly service rate in the Contract.
- Monitor backup processes and verification of successful completion
- Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. Accela shall perform to following:

- Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
- Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
- Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
- Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela shall provide server management services.

K. Hardware Management

Accela shall provide Hardware Management. Hardware management provides the services necessary to enable computer equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela shall provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela shall provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela shall provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela shall provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela shall provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela shall provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela shall provide a mirrored secondary site that allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela shall provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela shall provide multiple ways to recover customer's data:

- Use of Oracle's flashback technology at either the query or table level
- Mounting of the latest snapshot as a cloned database to retrieve data
- Use of the logical export to restore the data to a new database to export it
- Use of RMAN to perform a point-in-time recovery of the data files and archive logs to an isolated cloned instance

Use of RMAN to perform a point-in-time recovery of the database proper Switchover/Failover to the DR site in case of a severe primary site outage.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 1

to

CONTRACT NO. 071B3200042

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583	Julian Munoz	jmunoz@accela.com
	TELEPHONE	**CONTRACTOR #, MAIL CODE**
	(925) 659-3247	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	LARA	David Viges	517-241-9310	vigesd@michigan.gov
BUYER	DTMB	Mark Lawrence	517-241-1640	lawrencem1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: **LARA – Construction Codes Software**			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2012	December 26, 2017	2, one year	December 26, 2017
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			**AVAILABLE TO MiDEAL PARTICIPANTS**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	**EXERCISE CONTRACT OPTION YEAR(S)**	**EXTENSION BEYOND CONTRACT OPTION YEARS**	**LENGTH OF OPTION/EXTENSION**	**EXPIRATION DATE AFTER CHANGE**
☒ No ☐ Yes	☐	☐		
VALUE/COST OF CHANGE NOTICE:		**ESTIMATED REVISED AGGREGATE CONTRACT VALUE:**		
$395,840.00		$4,442,115.00		

Effective February 25, 2014, this contract is hereby increased by $395,840.00. Please see the attached document for explanation of this change notice. All other terms, conditions, pricing and specifications remain the same. Per vendor agreement, DTMB Procurement approval and the approval of the State Administrative Board on February

Appendix C: Project Assumptions

Change Notice No. 1 to Contract No. 071B3200042

This Change Notice No. 1 (this "**Change Notice**") to Contract No. 071B3200042 (the "**Contract**") is entered into this ___ day of February, 2014 (the "**Effective Date**"), by and between the State of Michigan, Department of Technology, Management and Budget Procurement on behalf of the Michigan Department of Licensing and Regulatory Affairs (collectively, the "**State**") and Accela, Inc. a California corporation ("**Contractor**").

1. **Definitions.** For purposes of this Change Notice, in addition to the bold capitalized terms defined elsewhere in this Change Notice, the following terms shall have the meaning given to them below. All capitalized terms not defined in this Change Notice shall have the meanings given to them in the Contract.

"**Actual Uptime**" means the total minutes in the Service Period that the Subscription Services are Available.

"**Availability**" has the meaning set forth in **Section 6.1**.

"**Availability Requirement**" has the meaning set forth in **Section 6.1**.

"**Available**" as the meaning set forth in **Section 6.1**.

"**Business Day**" means a day other than a Saturday, Sunday or State Holiday.

"**Change Notice**" has the meaning set forth in the preamble.

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

"**Contractor SaaS Manager**" has the meaning set forth in **Section 3.2.**

"**Confidential Information**" has the meaning set forth in **Section 11.1**.

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

"**Contractor Personnel**" means all employees and agents of Contractor, all subcontractors and all employees and agents of any subcontractor hired by Contractor, involved in the performance of Services.

"**Contractor Systems**" means the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor to provide the Services to the State. It does not include any systems or networks controlled by the State.

"**Critical Service Error**" has the meaning set forth in **Section 7.4(a)**.

"End Users" means all Persons authorized by the State to access and use the Services through the State's account under this Change Notice.

"Documentation" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

"Effective Date" has the meaning set forth in the preamble.

"Escrow Agent" has the meaning set forth in **Section 16.1**.

"Escrow Agreement" has the meaning set forth in **Section 16.1**.

"Exceptions" has the meaning set forth in **Section 6.2**.

"Fees" has the meaning set forth in **Section 9.1**.

"Force Majeure Event" has the meaning set forth in **Section 15.1**.

"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, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, 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 End User from accessing or using the Services or Contractor Systems as intended by this Change Notice, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"High Service Error" has the meaning set forth in **Section 7.4(a).**

"Initial Term" has the meaning set forth in **Section 8.1**.

"Intellectual Property Rights" means any and all rights comprising or relating to: (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 goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) 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.

"**Low Service Error**" has the meaning set forth in **Section 7.4(a)**.

"**Medium Service Error**" has the meaning set forth in **Section 7.4(a)**.

"**Person**" means an individual, agency or department of the State of Michigan, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Personally Identifiable Information (PII)**" has the meaning set forth in **Section 10.1**.

"**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.

"**Resolve**" has the meaning set forth in **Section 7.2.** "**Scheduled Downtime**" has the meaning set forth in **Section 6.3**.

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

"**Service Availability Credits**" has the meaning set forth in **Section 6.5(a)**.

"**Service Error**" means any failure of any Subscription Services to be Available or otherwise perform in material accordance with this Change Notice and the Specifications.

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

"**Service Period**" has the meaning set forth in **Section 6.1**.

"**Service Software**" means Contractor's Accela Automation, Accela Citizen Access, Accela GIS, and Accela Mobile software applications and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

"**Support Service Level Requirements**" has the meaning set forth in **Section 7.4.**

"**Services**" has the meaning set forth in **Section 3.1**.

"**Source Code**" means the human readable source code of the Service Software to which it relates, in the programming language in which the Service 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 Service Software.

"Specifications" means the specifications for the Services set forth in Appendices A and B of the Contract (Technical and Business Requirements) and in the Documentation provided by Contractor.

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

"State Data" has the meaning set forth in **Section 10.1**.

"State SaaS Manager" has the meaning set forth in **Section 3.2**.

"Subscription Services" has the meaning set forth in **Section 3.1(a)**.

"Support Request" has the meaning set forth in **Section 7.4(a)**.

"Support Services" has the meaning set forth in **Section 7**.

"Term" has the meaning set forth in **Section 8**.

2. Modifications to Contract. The Contract shall be modified as followed:

2.1 Termination of Maintenance and Support. References to, and any terms and conditions applicable to, "Maintenance and Support" for the State-hosted environment are no longer applicable under the Contract as of the Effective Date. Further, the following shall apply with respect to "Maintenance and Support" under the Contract:

(a) Any previously paid for, but unused, maintenance costs shall be credited toward the purchase of Subscription Services as of the Effective Date. Contractor shall produce a credit memorandum detailing the amount and application of such credits.

(b) Tables 1 of Appendix G to the Contract is hereby amended by deleting any references or figures related to "Software Maintenance and Support."

(c) Tables 3 and 3a of Appendix G are hereby deleted in their entirety.

2.2 Revision of Project Plan. Appendix F to the Contract shall be mutually revised by the parties to reflect changes in line item tasks and descriptions necessitated by the change to the Subscription Services.

2.3 Revision of Data Conversion Provisions. Appendix I to the Contract shall be mutually revised by the parties, as required by the change from the State-hosted to the Contractor-hosted subscription environment, including but not limited to such database formatting, document conversion, formatting, storage, mapping as may reasonably be required for Contractor hosting specifications and protocols.

2.4 Services Avoided for Move to Subscription Services.

(a) Deliverable 2: Accela Automation Setup (p.14) Reduction of $25,530 for consultation and installation services related to State-hosted installation of Accela Automation.

(b) Deliverable 16: Integration to IRMA, in Article 1.104 Work and Deliverables, pp. 30-31, Delete this deliverable and section 9a, Name of application IRMA. Decrease in value by $22,200.00.

(c) Deliverable 17: Integration to MBOS, Integration to Michigan Business One Stop (MBOS), in Article 1, section 1.104 Work and Deliverables, pp. 30-31. Reduce the contract value of Deliverable 17, by $160,118.10.

(d) Deliverable 23A: Phase I (p.37) is reduced by $55,500 for removal of the Performance Stress Test portion of this deliverable.

2.5 Services Added for Move to Subscription Services.

(a) Add new Deliverable 27: Integration to CEPAS. Addition of the CEPAS interface $32,000.

(b) Add new Deliverable 28: Hosted VPN tunnel setup - For Interfaces. Total $2,960.00 assumes one for primary financial systems interface and one for other interfaces and as back-up to services, to Table 2 (p.167). This is a non-recurring fee paid only once at the time of VPN tunnel setup.

(c) Add this paragraph to Article 2, Terms and Conditions:

2.274 Electronic Receipt Processing Standard

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

(d) Add the net decrease of removal of IRMA and MBOS to reserve bank of hours, increasing the value to $220,618.10.

3. Services.

3.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Change Notice and the Contract, Contractor shall provide to the State and its End Users the following services (**"Services"**):

(a) the hosting, management and operation of the Service Software for remote electronic access through the product and use by the State and its End Users (**"Subscription Services"**);

(b) the Support Services as set forth in **Section 7**; and

(c) such other services to the extent specified in the Contract.

3.2 SaaS Managers. Both parties shall appoint and, in their reasonable discretion, replace, a specified employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of that party in matters pertaining to this Change Notice, including the initial testing and acceptance of the Subscription Services and the submission and processing of Support Requests (each, a **"SaaS Manager"**). The initial State SaaS Manger is: Stuart Willard, Business Relationship Manager (BRM), DTMB-CS-LARA-Lansing, (517) 284-5300, WillardS@michigan.gov. The initial Contractor SaaS Manger is: John Sasson, Director, Business Development, (925) 659-3239, jsasson@accela.com.

4. License Grant and Restrictions.

4.1 Subscription. The Service Software is protected under the laws of the United States and the individual states and by international treaty provisions. Contractor retains full ownership in the Services Software and hereby grants to the State, exercisable by and through its End Users, a limited, nonexclusive, nontransferable right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Change Notice, to use the Service Software, subject to the following terms and conditions:

(a) The State may assign access credentials to designated End Users, provided that such users are State employees or contractors, said users' use of assigned credentials is only in connection with and to the extent of their duties for the State, each such credential is assigned to a single individual, and the State remains responsible for all activities conducted using its user credentials and for its users' compliance with these subscription terms, and further provided that the Accela Citizen Access Software is provided on a population basis and is intended for use by the general public;

(b) The State shall not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Subscription Services available to any third party, except as expressly permitted by this Change Notice or the Contract;

(c) The State shall not use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable law

(d) The State may access and use the Service Software, including in operation with other software, hardware, systems, networks and services not provided or maintained by Contractor, for the State's business purposes, including for Processing State Data, provided that Contractor's warranty does not cover any software, hardware, systems, networks or services not provided by Contractor;

(e) The State may not make any form of derivative work from the Service Software, although the State is permitted to develop additional or alternative functionality for the software using tools and/or techniques provided by Contractor;

(f) The State may 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 Services, provided that the State does not obscure, alter, or remove any confidentiality or proprietary rights notices therein or thereon;

(g) The State may prepare, reproduce, print, download and use a reasonable number of copies of the Documentation as may be necessary or useful for any use of the Services under this Change Notice, provided that the State does not obscure, alter, or remove any confidentiality or proprietary rights notices therein or thereon;

(h) The State may access and use the Service Software for non-production uses and applications as may be necessary or useful for the effective use of the Subscription Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair; and

(i) All rights not expressly granted to the State are retained by Contractor.

4.2 Excess Use. If the State's use of the Subscription Services exceeds the scope of use permitted under **Schedule A**, the State shall pay Contractor the Fees attributable to the excess use in accordance with **Schedule A**. Such Fees will be Contractor's sole and exclusive remedy for such excess use.

5. Service Preparation, Testing and Acceptance.

5.1 Service Preparation. Promptly upon the parties' execution of this Change Notice, Contractor shall take all steps necessary to make the Services procured hereunder ready and available for the State's use. Specifically, Contractor will a) commence and complete and implementation-related professional services to establish production, support, and test environments, as described herein; and b) provide appropriate access credentials to the State's designated technical contact indicating that the Service Software is available for the State's use, the date of provision of said credentials being the State's "Service Date" for purposes of designating the start of any subscription term.

5.2 Testing and Acceptance. User Acceptance Testing (UAT) of all functionality for the Service Software and any other required modules will be tested by the State in a timely manner in the Contractor-hosted cloud environment as per the acceptance criteria set forth in Section **1.501** and Deliverable 23 of the Contract.

6. Service Availability and Service Availability Credits.

6.1 Availability Requirement. Contractor shall make the Subscription Services 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 Subscription Services (each such calendar month, a "**Service Period**"), at least ninety nine point nine percent 99.9% of the time, excluding only the time the Subscription Services are not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Subscription Services are available and operable for access and use by the State and its End Users. The Availability Requirement will be calculated on a calendar month basis as A=O/(M-E)*100, where A is Availability, O is the number of minutes during a given month for which the Subscription Services are available for use by Contractor's subscription customer base, M is the number of minutes in said month, and E is the number of minutes of time during said month for which the Subscription Services are not available for use by Customer's subscription customer base and which is attributable to the Exceptions defined below.

6.2 Exceptions. No period of Subscription Services unavailability will be included in calculating Availability to the extent that such unavailability is due to any of the following ("**Exceptions**"):

(a) Planned maintenance of CEPAS, C3, State GIS Servers, and State-maintained network access to the Subscription Services hosting facility; or

(b) Scheduled Downtime as set forth in **Section 6.3**.

6.3 Scheduled Downtime. Contractor shall notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Subscription Services in whole or in part, other than during Contractor's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Eastern time, and will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, database modifications of a material nature, or maintenance which encroach upon Customer's standard business hours (**"Scheduled Downtime"**). All such scheduled outages shall last no longer than four (4) hours, provided that Contractor may request the State's approval for extensions of Scheduled Downtime above four (4) hours and such approval by the State may not be unreasonably withheld or delayed.

6.4 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor shall provide to the State a report describing the Availability and other performance of the Subscription Services during that calendar month and the calendar year-to-date as compared to the Availability Requirement and Specifications. The report shall 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 Subscription Services relative to the Availability Requirement and Specifications; and (b) if Subscription Services performance has failed in any respect to meet or exceed the Availability Requirement or Specifications 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 and Specifications are fully met.

6.5 Remedies for Service Availability Failures.

(a) If the Availability of the Subscription Services is less than the Availability Requirement for any Service Period, such failure shall constitute a Service Error for which Contractor shall issue to the State the corresponding service credits as calculated on pro-rated monthly fees, as set forth below (**"Service Availability Credits"**):

Availability	Credit
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

(b) Any Service Availability Credits due under this **Section 6.5** will be applied in accordance with **Section 9.7**, but will not be refunded to the State, except where credits exist at the end of the final term, where no renewal has occurred, or if the State terminates for cause, in which case amount equivalent to the unapplied Credit(s) will be paid to State.

7. Support and Maintenance Services. Contractor shall provide Subscription Services maintenance and support services (collectively, "**Support Services**") in accordance with the provisions of this **Section** 7. The Support Services are included in the Services, and Contractor shall not assess any additional Fees, costs or charges for such Support Services beyond the fees for the Subscription Services. Not included in the Support Services are services required a) due to misuse of the Subscription Services; b) to be performed by Contractor outside of usual working hours at the State's request; c) due to external factors including, but not necessarily limited to, the State's use of software or hardware not authorized by Contractor; or d) to resolve or work around conditions which cannot be reproduced in Contractor's support environment.

7.1 Support Service Responsibilities. Contractor shall:

(a) provide the State with a telephone number to contact the Customer Resource Center (CRC), Contractor's live technical support facility, which is available from 7:00 a.m. until 9:00 p.m. Eastern time Monday through Friday, excluding Contractor's observed holidays;

(b) provide the State with one or more electronic mail addresses to which State may submit routine or non-critical support requests, which Contractor will address during its regular business hours;

(c) provide the State with access to archived software updates and other technical information in Contractor's online support databases, which are continuously available;

(d) apply revisions of and enhancements to maintained software products to the State as such updates are generally-released by Contractor;

(e) respond to and Resolve Support Requests in a timely manner and as specified herein.

(f) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming.

7.2 Service Monitoring and Management. Contractor shall continuously monitor and manage the Subscription Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management shall include:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Subscription Services functions, servers, firewall and other components of Subscription Services security;

Appendix C: Project Assumptions

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Subscription Services, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability;

(c) if Contractor receives knowledge that the Subscription Services or any 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 Service outage in whole or in part: (A) notifying the State in writing through Contractor's support ticketing system or other standard notification process for hosted customers 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 specified in the Support Requests table (below); and 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.

7.3 Service Maintenance. Contractor shall continuously maintain the Subscription Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include implementing in a timely manner. All updates, bug fixes, enhancements, new releases, new versions and other improvements to the Subscription Services, including the Service Software, that Contractor provides at no additional charge to its other similarly situated customers.

7.4 Support Requests and Escalation Processes. Contractor shall correct all Service Errors and respond to and resolve all Support Requests as set forth in Section 7.4(a), the Support Service Level Requirements.

(a) Support Requests. Contractor will classify State's requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State SAAS Manager shall notify Contractor of Support Requests by e-mail, telephone or such other means as the parties may hereafter agree to in writing.

Appendix C: Project Assumptions

Support Request Classification, Confirmation and Resolution Standards	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error Confirmation of receipt within One (1) business hour; upon confirmation of receipt, Contractor begins continuous work on the problem. Contractor will put forth its best effort to provide a workaround or fix or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with the issue diagnosis and testing during the resolution process.	• Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; or • Declared a Critical Support Request by the Stateand confirmed by Contractor as a Critical Error; Widespread access interruptions.
High Service Error Confirmation of receipt within four (4) business hours; Contractor will put forth its best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.	• **system response time is slow for normal operations**, or • **System response slow, day to day operations continue but are impacted.**
Medium Service Error Confirmation of receipt within One (1) business day; Contractor will put forth its best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.	• **A system feature is not operating to specification requiring additional user intervention**
Low Service Error Confirmation of receipt within two (2) business days; Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.	• Request for assistance, information, or services that are routine in nature. **Example: A field is mis-labeled or a help file is missing**

Appendix C: Project Assumptions

(b) Escalation. Contractor shall escalate Support Request to the appropriate Contractor support personnel, including, as applicable, the Contractor SaaS Manager and Contractor's management or engineering personnel, according to Contractor's established standard escalation processes.

(c) Support Service Failure. Failure of Contractor to remedy a Critical Service Error, as defined in Section 7.4(a) above, within three **(3)** business days shall constitute cause for Termination.

8. Term and Termination.

8.1 Term. The term of this Change Notice commences as of the Effective Date and will continue in effect until four (4) years from such date unless and until terminated as provided under this Change Notice or the Contract (the "**Term**").

8.2 Termination. This Change Notice may be individually terminated pursuant to the provisions of Sec. 2.150 of the Agreement and as specifically provided in this Change Notice.

9. Fees.

9.1 Fees. Subject to the terms and conditions of this Change Notice, including the provisions of this **Section 9**, the State shall pay the fees set forth in the attached **Schedule A**, which shall be invoiced by Contractor in accordance with Section 2.044 of the Contract ("**Fees**"). Said Fees are based on services provided and not on actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except: (1) as noted in Section 6.5(b) (above), and (2) upon any termination for cause by State, Contractor will pay to State the pro-rata amount of the prepaid subscription fees for the duration of the subscription term remaining after the effective date of termination.

9.2 Payment Terms. Payment terms are set forth in the attached **Schedule A**.

9.3 Responsibility for Costs. Contractor shall be responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

9.4 Taxes. Unless otherwise indicated, all Fees and amounts set forth this Change Notice are not inclusive of taxes. The State shall be solely responsible for all sales, service, value-added, use, excise, consumption and any other taxes, duties and charges of any kind, if any, imposed by any federal, state or local governmental entity on any amounts payable by the State under this Change Notice, except those taxes assessable against Contractor based on its income, property, or employees.

Appendix C: Project Assumptions

9.5 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Change Notice, and will not imply the State's acceptance of any Services or the waiver of any warranties or requirements of this Change Notice, including any right to Service Credits.

9.6 Withhold Remedy. In addition and cumulative to all other remedies in law, at equity and under this Change Notice, if Contractor is in material default of its performance or other obligations under this Change Notice and fails to cure the default within fifteen (15) days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Change Notice, elect to withhold from the payments due to Contractor under this Change Notice during the period beginning with the sixteenth (16th) day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of the State, an amount that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Service that Contractor is not providing. Upon Contractor's cure of the default, the State will cause the withheld payments to be paid to Contractor, without interest.

9.7 Availability Credits. Contractor acknowledges and agrees that each of the Service Availability Credits assessed pursuant to **Section 6**: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the corresponding failure, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Change Notice or the Contract. No Service Availability Credits for any Service Period shall exceed the total amount of Fees that would be payable for that Service Period if the Services were fully provided in accordance with this Change Notice and the Specifications.

9.8 Right of Set-off. 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 the Contract or otherwise.

9.9 Support Not to be Withheld or Delayed. Contractor shall not withhold or delay any Subscription Services or Support Services or fail to perform any other Services or obligations hereunder by reason of the State's reasonable withholding of any payment or amount in accordance with this **Section 9**.

10. State Data.

10.1 Ownership. The State's data ("**State Data**," which shall also be known and treated by Contractor as Confidential Information) shall include: (a) any and all information, data, materials, works, expressions or other content, including any that are (i) uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of the State or any End User for Processing by or through the Subscription Services, or (ii) collected, downloaded or otherwise received by Contractor or the Subscription Services for the State or any End User pursuant to this Change Notice or at the written request or instruction of the State or such End User; and (b) 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 listed herein. State Data is and shall remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 10.1** shall survive the termination of the Contract.

10.2 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 shall: (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 Change Notice, the 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 Change Notice, the Contract, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 10.2** shall survive the termination of the Contract.

10.3 Extraction of State Data. Throughout the Term, upon State request and not more than once per month, Contractor will provide the State with a copy of its data in an Oracle database dump file. Provision of the data on a more frequent basis will be made by Contractor at State request and at additional cost. Contractor shall, within thirty (30) calendar days of the completion of the Term, provide the State with a copy of its data in an Oracle data pump export, provided that the State pays all costs of and associated with such copying, as calculated at Contractor's then-current time-and-materials rates, and pays any and all unpaid and undisputed amounts due to Contractor.

10.4 Backup and Recovery of State Data. As a part of the Services, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted.

10.5 Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor shall, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII, at the State's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting the Contractor's obligations of indemnification as further described in the Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State from backups described in **Section 10.4** above without charge to the State; and, (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. The State acknowledges that portions of the transmissions and processing of the State's electronic communications may occur within computer networks not owned or operated by Contractor; the State agrees that Contractor is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Contractor. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, 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 foregoing costs and indemnity obligations of Contractor shall not exceed the amount of two times the annual fees paid to Contractor by State for the annual term during which the loss occurs. This **Section 10.5** shall survive the termination of the Contract

11. Confidentiality. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this **Section 11** shall survive the termination of the Contract.

11.1 Meaning of Confidential Information. For the purposes of this Change Notice and the Contract, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom Of Information Act; (b) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Change Notice and the Contract, in all cases and for all matters, State Data shall be deemed to be Confidential Information.

11.2 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 the Contract or to use such Confidential Information for any purposes whatsoever other than the performance of the Contract. The parties agree to advise and require their respective employees, agents, and Subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a Subcontractor is permissible where: (a) use of a Subcontractor is authorized under the Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's responsibilities; and (c) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any Subcontractor may be required to execute a separate agreement to be bound by the provisions of this **Section 11.**

11.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall 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 shall 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 the Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

11.4 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 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, at the sole election of the non-breaching party, the immediate termination, without liability to the terminating party, of this Change Notice or the Contract.

11.5 Surrender of Confidential Information upon Termination. Upon termination of the Contract or this Change Notice, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor shall return State Data to the State following the timeframe and procedure described further in this Change Notice. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party shall destroy the Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

12. Data Privacy and Information Security.

12.1 Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and, (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and shall at all times comply with all applicable State IT policies and standards, as more fully described at: http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

12.2 Redundancy, Data Backup and Disaster Recovery. Contractor shall, in accordance with the provisions of this **Section 12.2**, maintain or cause to be maintained the disaster avoidance procedures set forth in **Schedule B**, which are designed to safeguard the State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the Subscription Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of **Section 15.1** shall not limit Contractor's obligations under this **Section 12.2**

12.3 Right of Audit by the State. Without limiting any other audit rights of the State, the State shall have 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 the Contract. During the providing of the Services, on an ongoing basis from time to time and with reasonable notice, the State, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

12.4 The State's Right to Terminate for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Change Notice or the Contract without limitation and without liability if the State reasonably determines that Contractor fails or has failed to meet its obligations under this **Section 12**.

13. Contractor Representations and Warranties.

13.1 Contractor represents, warrants and covenants to the State that:

(a) Contractor 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 Change Notice;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Change Notice does or to Contractor's knowledge as of the Effective Date at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or PII; (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 by the State or any End User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its obligations hereunder;

(c) as accessed and used by the State or any End User in accordance with this Change Notice and the Specifications, the Subscription Services, Documentation and all other Services and materials provided by Contractor under this Change Notice will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Change Notice, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Service Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Change Notice, including the Availability and Availability Requirement provisions set forth in **Section 6**; and

(f) the Service Software and Contractor Systems are and will remain free of Harmful Code; and

(g) it will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Change Notice.

Appendix C: Project Assumptions

14. Insurance.

14.1 Required Coverage. At all times during the Term, Contractor shall maintain, at its sole cost and expense as part of its existing Errors and Omissions coverage under the Contract, cyber liability insurance, including first party and third party coverage, with limits no less than One Million US DOLLARS ($1,000,000.00) per occurrence and Two Million US DOLLARS ($2,000,000.00) in the aggregate for all claims each policy year.

15. Force Majeure.

15.1 Force Majeure Events. Subject to **Section 15.2**, neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Change Notice, 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 this Change Notice (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 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.

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

15.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Change Notice:

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

(i) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a

Appendix C: Project Assumptions

result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder be considered a Force Majeure Event unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event shall modify or excuse Contractor's obligations under **Section 6** (Service Availability and Service Availability Credits), **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Data Privacy and Information Security), or any Availability Requirement, or Service Availability Credit obligations under this Change Notice.

16. Software Escrow.

16.1 Escrow Agreement. The State is not entitled to receive source code for the Service Software except pursuant to an intellectual property escrow agreement, which may be executed separately. The escrow agreement will govern all aspects of code escrow and release.

17. General Provisions.

17.1 Governing Law. This Change Notice and all related documents, and all matters arising out of or relating to this Change Notice or the Contract, are governed by, and construed in accordance with, the laws of the State of Michigan, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan.

17.2 Equitable Relief. Each party to this Change Notice acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under **Section 6** (Service Availability and Service Availability Credits), **Section 7** (Support and Maintenance Services), **Section 10** (State Data), **Section 11** (Confidentiality), **Section 12** (Data Privacy and Information Security), or **Section 16** (Software Escrow) would 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 shall, 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, be entitled to seek 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.

17.3 Schedules and Exhibits. 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	Fees
Schedule B	Security and Disaster Recovery

17.4 Entirety. All terms, conditions, and specifications of the Contract not specifically modified in this Change Notice remain the same and in force and effect. The Contract, as modified by this Change Notice, represents the entire agreement and understanding between the parties and supersedes all prior and contemporaneous proposals or other agreements, oral or written, and all other communications between the parties, relating to the subject matter of the Contract. Where conflicts arise between this Change Notice and the Contract, this Change Notice shall govern.

17.5 Counterparts. This Change Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be 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 Change Notice. A signed copy of this Change Notice delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Change Notice.

IN WITNESS WHEREOF, the parties hereto have caused this Change Notice to be executed as of the Effective Date by their duly authorized representatives.

Contractor	**The State**
Accela, Inc.	Michigan Department of Technology, Management and Budget
By: Colin S.	By: ______________
Name: COLIN SAMUELS	Name: ______________
Title: ASST. CORP. SECRETARY	Title: ______________
Date: 28 FEBRUARY 2014	Date: ______________

This Change Notice was approved by the Michigan State Administrative Board on

______________, 2014.

SCHEDULE A

FEES

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED	DISCOUNT	NET PRICE
SS10AAASSAS0001	Accela Automation - Subscription User	150	$1,188.000	$178,200.00	0.000	$178,200.00
SS10AACASTE0001	Accela Citizen Access - State Subscription	1	$150,000.000	$150,000.00	0.000	$150,000.00
SS10AAMOSAS0001	Accela Mobile Add On - Subscription User	110	$588.000	$64,680.00	0.000	$64,680.00
	Subtotal					$392,880.00
	Services - Hosted VPN tunnel (one time setup fee)					$2,960.00
	TOTAL					**$395,840.00**

The pricing above is subject to the User counts ("**Cap**") as outlined in the subsequent paragraphs. The pricing above is also subject to any Service Availability Credits and Service Level Credits assessed pursuant to **Section 6** and **Section 7** of this Change Notice.

The total fees for the initial year subscription for the purchase of 150 Accela Automation Users, 110 Accela Mobile Users and an unlimited number of Accela Citizen Access Users ("**Initial User Counts**") is $392,880.00 and is due within 30 days of the Effective Date. This cost will remain fixed for the four (4) year term, and will be billed on an annual basis. The one-time set-up fee of $2,960.00 for the Hosted VPN Services is due within 30 days of the Effective Date.

The State may add up to 149 additional Accela Automation Users for a total User count of 299 Accela Automation Users per year ("**Cap**") and 89 additional Accela Mobile Users for a total User count of 199 Accela Mobile Users per year ("**Cap**") in the first 3 years at no additional cost above the initial $392,880.00 rate.

For purposes of year four (4), Accela will assess the actual number of Users during the first three (3) years to determine the corresponding rates and quantities to be invoiced for year four (4), which are set forth in the Tables below for the additional Subscription seats above the Initial User Counts (150 Accela Automation Users and 110 Accela Mobile Users). The total of the initial User cost, $392,880.00, and any fees for additional users up to the user Caps will be combined to determine the total cost for year four (4).

The annual subscription fees for any Users consumed above the User Caps during the initial three (3) years, will be due upon issuance of the additional license keys for all Users above the Cap and the fees for the additional Users will be pro-rated to reflect an end date corresponding to the end of the then-current subscription term. Rates for additional users over and above the Cap are listed in the tables on the next page.

Appendix C: Project Assumptions

Accela Automation User Tier Discount

% discount	**Total User Rate for Additional User Tiers**	**Per User per month Fee (with annual subscription)**
20%	150 - 199	79.20
30%	200 - 299	69.30
40%	300 - 399	59.40
45%	400 - 549	54.45
48%	550 - 699	51.98
50%	700 - 849	49.50
53%	850 and above	47.03

Accela Mobile User Tier Discount

% discount	**Total User Rate for Additional User Tiers**	**Per User per month Fee (with annual subscription)**
20%	110 - 199	39.20
30%	200 - 299	34.30

40%	300 - 399	29.40
45%	400 - 549	26.95
48%	550 - 699	25.73
50%	700 - 849	24.50
53%	850 and above	23.28

SCHEDULE B

ACCELA SECURITY AND DISASTER RECOVERY PLAN

Accela shall provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela shall provide, where not expressly prohibited, a copy of the datacenter's annual SSAE-16 Type III audit report. Accela will provide a back-up hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility shall be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including, but not limited to, earthquake, flood, hurricane, tornado, etc.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility shall include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs); removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power

The hosting facility shall have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include, but not be limited to, the following features:

- N+1 redundancy of cooling towers, water pumps, and chillers
- Multiple air handling units to provide an additional level of redundancy
- Cooling units to maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility shall have physical security to control unauthorized access to the equipment, including, but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The proposed solution shall operate with an Oracle database backend.

Appendix C: Project Assumptions

The hosting facility shall have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions, and customers.

Accela shall provide the equipment, hardware, and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility shall provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela shall provide a PCI compliant infrastructure for deployment within the proposed data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the Accela applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela shall provide a business continuation strategy that can be implemented in the event of catastrophic failure at the Accela's primary site; such a strategy will provide that the Accela back-up site will be live and functional within 24 hours.

Accela shall perform daily back-ups of the data using Oracle RMAN-based, compressed back-up sets. . The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. Accela's back-up strategies and fully redundant DR site ensure that a complete system rebuild of data will not be necessary.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established in Schedule B. The system must generally be available seven days a

Appendix C: Project Assumptions

week, twenty-four hours per day. Scheduled down time is acceptable, provided notice of such down time is provided in accordance with Schedule B. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than 43 minutes and occur no more than one time per month. Any unscheduled down time shall incur the credits to customer in accordance with Schedule B. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

□ Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.

□ Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one (1) week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one (1) month after being deployed to Staging for Major releases and two (2) weeks for Minor releases (Service Packs).

□ Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

Accela shall provide the customer with a full database export on a monthly basis. The customer has the option to request a more frequent export if desired, but will not exceed one (1) per calendar week. Data exports will be posted to the Accela FTP site within 72 hours of the request.

Accela shall respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found, they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Subscription Services, Accela shall provide, host, manage, and maintain the System as follows:

A. Management, Support, and Maintenance of Hardware.

1. Accela shall provide, manage, and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela shall provide a mirrored back-up of the system.

2. Accela shall provide, manage, and maintain, for the System, the physical hardware, racks, and switches. This will involve any physical fix as needed, updates, or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela shall be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in the Contract.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela shall perform the following tasks:

- Manage third party vendor contracts for equipment used in support of the Contract (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)
- Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
- Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage

D. Facilities Services

Accela shall provide a PCI compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela shall perform the following:

- Provide the operational support processes required for up/down monitoring
- Document and track all detected problems using the site problem management process
- Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela shall perform the following:

- Perform systems operation functions such as power on/off and start/stop/reset device intervention
- Monitor vendors on the Accela premise performing work maintenance or problem resolution work

Appendix C: Project Assumptions

- Maintain responsibility for procuring any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. Accela shall perform the following:

- Install and maintain system-level software, such as operating system and other system-level products software requiring user access
- Monitor system software status and take necessary action to resolve any issues
- Perform operation system software tuning as required to maintain daily operations for Accela-provided services
- Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
- Install patches per vendor instructions for security exposures deemed critical by the vendor
- Participate in the identification of connectivity and associated network problems
- Plan and implement necessary changes for the System
- Document and track all configuration management changes using the site change management process
- Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to back up and restore operating system and flat-file data.
2. Accela shall perform the following:

- Design and implement the backup Plan
- Perform backups
- Provide for data restores as needed if customer causes the need for a data restoration; customer will be responsible for the actual cost of the data restore at the hourly service rate in the Contract.
- Monitor backup processes and verification of successful completion
- Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. Accela shall perform to following:

- Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software

- Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
- Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
- Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela shall provide server management services.

K. Hardware Management

Accela shall provide Hardware Management. Hardware management provides the services necessary to enable computer equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela shall provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela shall provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela shall provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela shall provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela shall provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela shall provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela shall provide a mirrored secondary site that allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela shall provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela shall provide multiple ways to recover customer's data:

- Use of Oracle's flashback technology at either the query or table level
- Mounting of the latest snapshot as a cloned database to retrieve data
- Use of the logical export to restore the data to a new database to export it
- Use of RMAN to perform a point-in-time recovery of the data files and archive logs to an isolated cloned instance

Use of RMAN to perform a point-in-time recovery of the database proper Switchover/Failover to the DR site in case of a severe primary site outage.

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

January 8, 2013

NOTICE
OF
CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583	Julian Munoz	jmunoz@accela.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(925) 659-3247	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	LARA	David Viges	(517) 241-9310	vigesd@michigan.gov
BUYER:	DTMB	Mark Lawrence	(517) 241-1640	lawrencem1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
LARA – Construction Codes Software			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	December 27, 2012	December 26, 2017	2, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ YES ☐ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$4,046,275.00		

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B3200042
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Accela, Inc. 2633 Camino Ramon, Suite 120 San Ramon, CA 94583	Julian Munoz	jmunoz@accela.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(925) 659-3247	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	LARA	David Viges	(517) 241-9310	vigesd@michigan.gov
BUYER:	DTMB	Mark Lawrence	(517) 241-1640	lawrencem1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
LARA – Construction Codes Software			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	December 27, 2012	December 26, 2017	2, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ YES ☐ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$4,046,275.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #071I2200068. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Form No. DTMB-3522 (Rev. 4/2012)
Notice of Contract #: 071B3200042

FOR THE CONTRACTOR:	FOR THE STATE:
Accela, Inc.	
Firm Name	Signature
	Greg Faremouth
Authorized Agent Signature	Name/Title
	DTMB Procurement
Authorized Agent (Print or Type)	Enter Name of Agency
Date	Date

STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract # 071B3200042
LARA Construction Codes Software

Buyer Name: Mark Lawrence
Telephone Number: 517 241-1640
E-Mail Address: LawrenceM1@michigan.gov

Table of Contents

Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The purpose of this contract is to replace the current Construction Codes enforcement software with a single web-based application. This contract is an enterprise-wide contract available to all State agencies. The requirements of each State agency would be provided in a contract change notice when required.

The system will be used by 150 BCC staff, approximately 75 staff concurrently, at offices across the State of Michigan.

The system will also be used in Michigan by:

- local inspectors,
- Contractors (approx. 46,000 permits per year),
- licensees (approx. 6,000 renewals per year),
- homeowners (approx. 525 permits per year),
- All State Agencies

1.002 BACKGROUND

BCC is responsible for the administration of:

a. the Stille-DeRossett-Hale Single State Construction Code Act (1972 PA 230),
b. the Building Officials Registration Act (1986 PA 54),
c. the Electrical Administrative Act (1956 PA 217),
d. the Forbes Mechanical Contractors Act (1984 PA 192),
e. the State Plumbing Act (2002 PA 733),
f. the Boiler Act of 1964 (1965 PA 290),
g. the Elevator Licensing Act (1976 PA 333),
h. the Elevator Safety Board Act (1967 PA 227),
i. the Land Division Act (1967 PA 288),
j. the State Survey and Remonumentation Act (1990 PA 345),
k. the State Boundary Commission Act (1968 PA 191),
l. the Utilization of Public Facilities by Physically Limited Act (1966 PA 1), as well as
m. the related rule sets and codes, and oversees 9 industry-related boards or commissions.

The Bureau a) issues permits and licenses, b) is responsible for licensure examinations, c) provides inspections, d) provides Plan Review services, e) investigates complaints against licensees, and f) registers inspectors. All of these activities are conducted in the areas of:

- building,
- boiler,
- electrical,
- elevator,
- mechanical, and
- plumbing.

Inspections and monitoring visits are also performed on-site at pre-manufactured unit facilities.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The solution provides products and services for the proposed web-based application.

This project consists of the following scope:

- Initiation
- Analysis
- Configuration
- Build
- Readiness
- Deploy
- Warranty
- Documentation
- Knowledge Transfer/Transition
- Software License, Maintenance, and Support Services
- Reserve Bank of Hours

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

1.102 OUT OF SCOPE

These are out of scope of this contract:

- hardware purchases, installation, maintenance
- security administration within State's LAN/WAN networks
- desktop support.

1.103 ENVIRONMENT

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

All services and products provided in this Contract shall comply with all applicable State IT policies and standards.

Enterprise IT Policies, Standards and Procedures:
http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html

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

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

The State's security environment includes:

- DTMB Single Sign On.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

DTMB requires that its single sign on (SSO) security environment be used for all new web-based application development. Where software is being converted from an existing package, or a (COTS) software application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and DTMB Office of Enterprise Security.

Any additional Agency specific security requirements above and beyond the enterprise requirements and standard terms and conditions stated in Article 2 must be provided as part of the Agency Specific Technical Environment.

IT Strategic Plan:
http://www.michigan.gov/itstrategicplan

IT eMichigan Web Development Standard Tools:
http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

The State Unified Information Technology Environment (SUITE):
Includes standards for project management, systems engineering, and associated forms and templates – must be followed: http://www.michigan.gov/SUITE

Agency Specific Technical Environment

The DTMB/LARA Standard Information Technology Environment consists of the Desktop Environment, Project Management Tools, the Business System Development Environment, the Web / Intranet Site and Application Development Environment, the Security Environment, and the Network Environment. These environments include but are not limited to the following identified IT tools:

Windows XP Desktop Environment
Microsoft Office/Office Professional, XP
Microsoft Outlook 2010
Microsoft Internet Explorer 8.0
Adobe Acrobat Reader 9

Project Management Tools
Microsoft Project 2010
Microsoft Visio 2010
SUITE Templates

Development Languages, Tools
JDK 1.4, 5, 6
J2EE 1.4, JEE 5
 Spring Framework SUITE 2.x, 3.x
 DOJO JavaScript Framework 1.1 and higher
 Struts 1.x
 Hibernate 2.x, 3.x
 Direct Web Remoting
JBoss JBPM 3.x, 4.x
JBoss Rules 4.x, 5.x

JavaScript, JQuery
XML
HTML
CSS
AJAX
Microsoft .NET 2.x, 3.x, 4.x
C#
ASP.NET
JBoss Developer Studio
Microsoft Visual Studio 2008
Visual Source Safe
Erwin - Data Modeling
Toad for Oracle 10.0

Web/Application Servers
OC4J
IBM Http Server 6.x
Websphere Application Server 6.1
JBoss SOA Platform 5.0
Microsoft Internet Information Server 6, 7

Database Server
Oracle 11.2
Microsoft SQL Server 2008

Web Content Management
Vignette Content Manager, version 6+

Document Management
Adobe Acrobat version 6.0 +

Electronic Forms:
Presentation: Adobe Acrobat version 6.0 +

Security Environment
Java J2EE Security
IBM Tivoli Single Sign On
SSL
SecureID (State Security Standard for external network access and high risk Web systems)

Operating Systems
Windows 2008
Unisys Mainframe

Network Environment / Hardware
Cisco Routers
Dell, Sun, HP, IBM servers

1.104 Work and Deliverables

I. Services and Deliverables To Be Provided

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for the implementation of the Web-based application including configuration, customization, and interfaces/integration.

The Contractor shall develop the proposed new Web-based application in phases.

The **first phase** to include conversion of all permits, licenses and inspection data contained within the Permits' Plus and the InspecTrack (Inspection Data Collection) databases. Also included is the conversion of Plan Review for Construction Codes from Oracle 6i to the proposed new Web-based application.

The **second phase** would include conversion of the Elevator permits and serials (elevators) and Complaints Log to the proposed new Web-based application. Also included is the conversion of the Inspector Registration System.

- Each one of these phases will follow the Accela Implementation Methodology (AIM). Contractor shall modify AIM to adhere to the State's SUITE templates for documentation.

- The "look and feel" will be reviewed by State during the Analysis stage when the State is reviewing and accepting the configuration documents. During the Configuration stage, the State will be able to review the "look and feel" again. Configuration is developed from the approved configuration documents. If configuration is not consistent with the approved configuration document, the changes will be addressed at no additional cost to the State.

A. Project Stages (costs for this section are in Appendix G, Table 1, One Time Project Costs)

Stage 1 - Initiation

Deliverable 1: Project Initiation

<u>Contractor Responsibilities</u>:

a. Provide Project Management and Executive Project Oversight to the project; including risk management, issue management, acceptance management, change management, project planning, tracking and status reporting.
b. Facilitate the Weekly Project Status Meetings
c. Facilitate the Monthly Project Reviews
d. Follow the defined Escalation Procedures to mitigate risks and resolve issues
e. Manage Contractor resources to complete activities according to the project plan
f. Provide Project Initiation presentation and product overview in Power Point.

<u>State Responsibilities</u>:

g. Provide input into the project management documentation
h. Participate in Weekly Project Status Meetings

i. Participate in Monthly Project Reviews
j. Follow the defined Escalation Procedures to mitigate risks and resolve issues.
k. Manage Agency resources to complete activities according to the project plan

Deliverable 1

- Project Charter
- Communication Plan
- Project Plan
- Project Status Report Template
- Escalation Plan
- Project Initiation presentation document

Acceptance Criteria:

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Deliverable 2: Accela Automation setup

During the System Setup of this project, Contractor's technical staff shall work with the Agency DTMB staff to ensure that the components for hardware, software, database, network, and Internet are in place for the test and production environments. Contractor technical staff will validate the proper installation and configuration of the Accela Automation environment. During the installation of Accela Automation software, documentation on the installation of Accela Automation shall be provided to the Agency as reference material. Included in this deliverable is the installation of Accela Automation in three (3) Agency Environments.

Contractor Responsibilities:

1. Consult with Agency resources to provide technical input and answer technical questions related to the installation requirements for Accela Automation.
2. Deliver and install the Accela Automation software on the Agency server.
3. Provide hardware and installation documentation to Agency in order to facilitate procurement.

- Perform a remote system check of the installation.
    - i. Demonstrate that the Accela Automation applications are operational in the Agency computing environment.

4. Configure Accela Automation to use the reporting technology selected by the Agency (Crystal Reports)

State Responsibilities:

l. Provide timely and appropriate responses to Contractor's requests for information.
m. Procure and configure necessary hardware, non-Accela Automation systems software, and networking infrastructure as specified by Contractor in the three environments.
n. Provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support the reporting technology.
o. Prepare the hardware, software, and network in accordance with the specifications provided by Contractor.
p. Make available the Agency key DTMB users to participate in any hardware, software, environment, and infrastructure meetings.
q. Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process.

Deliverable 2

- Installation Guide, including Checklist
- Implementation Plan
- Installation Plan
- Installation of the Accela Automation without the add-on software solutions software on Agency servers for all three environments (QA, UAT, and PROD)

Acceptance Criteria:

r. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
s. Confirmation of ability to log into the Accela Automation software that has been installed on Agency's computing environment.
t. Verify Accela Automation software is operational in the Agency's three environments.

Stage 2 - Analysis

Deliverable 3A & 3B: Configuration Analysis (Phase I and Phase II)

The Contractor shall handle all the requirements activities including, but not limited to the following:

a. Validation and Verification of requirements (found in Appendix A and B)
b. Creation as/if required of use cases.

Configuration Analysis is comprised of the activities required to define the baseline configuration of Accela Automation for the Agency.

The configuration analysis shall include processes for:

- Elevators
- Building,
- Electrical,
- Plumbing,
- Mechanical and
- Boilers.

These processes include the entire workflow process from application through build out and Certificate of Occupancy. A complete business process review will be conducted for 80 record types including permitting, licensing, inspections, complaints, Inspector Registration, and Elevator Serials.

The configuration analysis shall be documented for identified workflows and records in the meetings/discussions for the analysis review of the Plan Review, Permits, Licenses, Inspections, Complaints, Inspector Registration, and Elevator Serials. The benefit of the configuration analysis will allow the overall application process to be seamless and prove that it functions effectively as a whole.

The scope of the record types included in Analysis for Phase I and Phase II will be determined in the Initiation Phase.

Below is a preliminary list of the primary business processes to be evaluated during the configuration analysis stage.

Business Processes (Potential Records for Analysis)
Permitting, Inspections, Licensing, Plan Review, Complaints, Inspector Registration and Elevator Serials
• Application for Permit
• Boiler Permit
• Building Permit
• Electrical Permit
• Elevator Permit
• Mechanical Permit
• Plan Review Mobile Home Park Permit
• Plumbing Permit
• Track and Manage Inspections
• Building Permit Inspections
• Building Manufactured Housing Community inspections
• Electrical Permit Inspections
• Elevator Permit Inspections
• Mechanical Permit Inspections
• Plumbing Permit Inspections
• Elevator Permits Inspections
• Premanufactured Housing Inspections
• Licensing and Exam Processing
• Building Manufactured Housing Program Licenses
• Boiler Licenses
• Electrical Licenses
• Elevator Licenses
• Mechanical Licenses
• Plumbing Licenses
• Plan Review
• Barrier Free
• Boiler
• Building
• Electrical
• Building
• Electrical
• Mechanical
• Plumbing
• Complaints
• Licensure(s)
• Permit(s)
• Manufactured Housing
• Inspector Registration
- Programs
- Instructors
- Code Officials
• Elevator serials

Prior to the analysis workshops, Contractor shall provide a Pre-Analysis Questionnaire to the Agency to both prepare the Agency for the types of questions that will be asked during the workshops as well as gather high-level information that will help Contractor tailor the workshops for the Agency's specific needs. Contractor Consultants shall review documentation provided by the Agency to gain a better understanding of their business processes, current as-is process workflows and previously identified business process issues, opportunities and recommendations. Contractor shall review and understand the key processes of how the systems function at Agency. Contractor services staff shall lead the analysis workshops and conduct a familiarization training effort for the Agency on the outcome of the system configuration document to provide the Agency with a better understanding on the Accela Automation implementation.

The key output of the process is the System Configuration Document, which serves as a 'blueprint' for all design and configuration efforts throughout the implementation project and establish the benchmarks for testing and acceptance at the conclusion of the project. In order to develop the content for this document, Contractor shall work closely with designated Agency personnel and will conduct configuration analysis sessions to capture the required business processes to be automated within the system. As a part of this effort, Contractor shall also identify key Accela Automation features that can best support these processes.

In conjunction with the Agency representatives, Contractor shall perform the following tasks:

- Review and chart each business process as a basis for configuration in Accela Automation's workflow tool.
- Collect employee names and associated roles and identify user group setups.
- Review and document intake requirements, forms, and data fields for all process types.
- Collect and document output requirements (documents/letters/reports).
- Collect and document fees, fee schedules, and collection procedures for all process types.
- Collect and document all required inspections and inspection result options for all process types.
- Review and document data conversion
- Review and gather all systems documentation
- Collect GIS Requirements
- Collect Citizen Access Requirements
- Collect Accela Mobile Requirements
- Develop Use Cases to incorporate into the Configuration Document

Contractor shall use the SUITE System Configuration Document template, and capture the Agency's processes to be configured. Contractor's Project Manager shall coordinate the compilation of the information collected during the Configuration Analysis into a System Configuration Document that shall detail all aspects of the proposed configuration. The configuration document includes detailed configuration settings including the following topics:

• Organization and departments	• Security
• Application Types	• Workflow
• Staff Assigned to tasks	• Email Notification
• Application Status Group	• Smart Choice Group
• Application Specific Information	• Dropdown List Values
• Fees	• Standard Conditions
• Standard Comments	• Standard Choices
• Parcel Templates	• Inspections
• Reports	• Event Scripts

The Project Team, consisting of representatives from both Contractor and the Agency, shall conduct a formal review of the configuration document for the purpose of approval and sign-off on the deliverable. Contractor shall configure a prototype application, including the workflow, which shall be used during the review sessions to demonstrate the proposed functionality. Prototyping is intended to demonstrate selected aspects of Accela Automation functionality to assist in understanding how it will operate for the Agency.

The configuration and data analysis workshops typically involve 1-3 meetings per functional group followed by interviews required to validate requirements. Subject Matter Experts for each core group are expected to attend these sessions and range from 2-8 people per group. Contractor shall need a meeting room, projector and joint facilitator. Contractor shall provide a questionnaire prior to the session, along with an agenda. Contractor shall also provide meeting notes after each meeting.

Upon completion of the Analysis workshops and associated documentation, Contractor shall develop one prototype per business process group (e.g. Miscellaneous Permits) for presentation to the business stakeholder. Contractor shall hold a demonstration walkthrough of the prototype to gather feedback from the project team. This prototype will aid the team in visualizing the implementation of the business processes and will provide a mechanism for transitioning Accela Automation knowledge to the Agency team members and will provide expedited feedback to the Contractor's Team before configuration begins.

Contractor Responsibilities:

u. Conduct configuration analysis workshops to capture the required business processes to be automated within the system for Phase I and Phase II.
v. Provide and analyze the Pre-Analysis Questionnaire responses from the Agency
w. Conduct selected prototyping to demonstrate proposed functionality.
x. Conduct meetings via email, WebEx, phone, and in person to gather and validate analysis input.
y. Prepare and complete System Configuration Document capturing the Agency's business processes to be configured.
z. Prepare and complete Use Cases capturing the Agency's business processes to be configured.
aa. Coordinate with the Agency to define training schedule and logistics.

State Responsibilities:

bb. Provide timely responses to Contractor's request for information.
cc. Provide feedback on the Pre-Analysis Questionnaire
dd. Make available Agency key users and content experts to participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
ee. Provide business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information.
ff. Schedule participants and meeting locations for analysis activities.
gg. Select and prepare the power-users who will be participating in the training and subsequently training end users.
hh. Arrange the time and qualified people for the familiarization training who are critical to the project success.
ii. Provide suitable Agency facilities to accommodate various training classes.

jj. Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
kk. Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.
ll. Review workshop meeting notes and validate that the content accurately reflects the information discussed.
mm. Provide subject matter experts
nn. Validate any data requirements
oo. Approve the requirements document within 5 business days

Deliverable 3A (Phase I)

4 Configuration Analysis data gathering activities, including workshops, interviews, and WebEx
5 System Configuration Document (MS Word) which will document the "to be" Accela Automation workflow processes.
6 Develop use cases
7 Accela Automation familiarization training on the Systems Configuration document
8 Phase I Requirements document(s) in SUITE format
9 Technical Design Document
10 Creation or updates to documentation including the Data Dictionary, Project Plan and Requirements Traceability Matrix

Acceptance Criteria:

pp. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
qq. Review and approve the prototype and validate that the content accurately reflects the information discussed.
rr. Review and approve Phase I System Configuration Document and validate that the content accurately reflects the business processes data that will be configured in Accela Automation.

Deliverable 3B (Phase II)

11 Configuration Analysis data gathering activities, including workshops, interviews, and WebEx
12 System Configuration Document (MS Word) which will document the "to be" Accela Automation workflow processes.
13 Develop use cases
14 Accela Automation familiarization training on the Systems Configuration document
15 Phase II Requirements document(s)) in SUITE format
16 Technical Design Document
17 Creation or updates to documentation including the Data Dictionary, Project Plan and Requirements Traceability Matrix

Acceptance Criteria:

ss. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
tt. Review and approve the prototype and validate that the content accurately reflects the information discussed.

uu. Review and approve Phase II System Configuration Document and validate that the content accurately reflects the business processes data that will be configured in Accela Automation.

Stage 3 - Configuration

Deliverable 4A & 4B

Contractor Responsibilities:

vv. Work with the Agency to identify supplementary information to accurately configure Accela Automation according to the System Configuration Document.
ww. Configure the 80 Record types defined in the Configuration Analysis Document in Accela Automation.
xx. Install three (3) standard reference configuration Vantage 360 Consoles.
yy. Contractor shall assist in testing the system for purposes of validating the configuration.
zz. Modify COTS software including development of interfaces

State Responsibilities:

aaa. Provide timely responses to Contractor's request for information.
bbb. Make available Agency key users and content experts to participate in configuring the system in an effort to learn about the system and work with Contractor through the verification process that the system has been configured as required in the associated System Configuration Document.
ccc. The Agency will test the system for purposes of validating the configuration.
ddd. Assist in the interface specification development and data mapping process.

Deliverable 4A (Phase I)

- Configuration of identified Record Types from Deliverable 3a in Accela Automation,
- Configuration document for Vantage 360 Consoles
- Updated documentation including the Requirements Traceability Matrix

Acceptance Criteria:

- High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

eee. Review and approve the base configuration of Accela Automation is configured as documented in the approved System Configuration Document for Phase I.
fff. Verify the Vantage 360 Consoles are configured

Deliverable 4B (Phase II)

- Configuration of identified Record Types from deliverable 3b in Accela Automation,
- Configuration document for Vantage 360 Consoles
- Updated documentation including the Requirements Traceability Matrix

Acceptance Criteria:

ggg. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

hhh. Review and approve the base configuration of Accela Automation is configured as documented in the approved System Configuration Document for Phase II.
iii. Verify the Vantage 360 Consoles are configured

Stage 4 - Build

Deliverable 5
During the configuration analysis phase of the implementation project, Contractor shall identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) script development. Contractor shall work with key Agency project stakeholders to further define the business rules/processes identified in the Systems Configuration document that can be automated. Contractor shall work with the Agency to identify desired EMSE functionality, and subsequently will help prioritize the scripting needs to determine which scripts will be developed by Contractor, and which scripts can be developed by the Agency. The scripts developed by Contractor can be used as models whereby agency staff can develop and modify additional EMSE scripts as needed.

Prior to the development of a script, the Agency will approve a design specification document that will be created jointly by the Agency and Contractor. The approved document will be used as a basis for determining completion and approval of the deliverable.

During the Build stage, Contractor shall develop three interfaces exchanging data in real time, as needed.

Contractor Responsibilities:

jjj. Work with Agency staff to identify potential uses of EMSE scripting.
kkk. Assist with development of list of desired EMSE functionality.
lll. Assist the Agency in developing the EMSE design specification document.
mmm. Assist the Agency in prioritizing which scripts will be developed by Contractor.
nnn. Develop EMSE scripts based on the specifications.
ooo. Demonstrate functionality of scripts per specifications.

State Responsibilities:

a) Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success.
b) Develop the EMSE design specification document along with Contractor.
c) Identify resources that will learn EMSE scripting tolls and approaches for ongoing maintenance.
d) Prioritize desired EMSE functionality to determine which scripts Contractor shall develop.
e) Provide timely responses to Contractor's request for information.
f) Verify the Event Script Specification meets the intended business requirement.
g) Allocate the time for qualified personnel to test the script for acceptance.
h) Ensure that the data populates successfully according to the script requirements document.

Deliverable 5

a. Prioritized list of EMSE scripts
b. EMSE scripts to Agency
c. Demonstrated operability of scripts in staging/test environment per the design document specifications

Acceptance Criteria:

i) High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
j) The Agency will provide Contractor with the Final EMSE design document to include script prioritization and Contractor assigned scripts.
k) Acceptance testing of the Contractor developed scripts within the system

Deliverable 6: Permits' Plus Historical Data Conversion
Contractor shall provide a program to convert/migrate Agency's Permits' Plus historical data into Accela Automation.

Contractor Responsibilities:

ppp. Work with the Agency to map appropriate fields from legacy Permits' Plus system into Accela Automation.
qqq. Develop scripts and execute data conversions
rrr. Migrate data provided by the Agency into Accela Automation testing database environment.
sss. Support with Permits' Plus data conversion activities

State Responsibilities:

ttt. Identify data accuracy / quality issues and resolve them (data scrubbing).
uuu. Provide data in the format(s) supported by Accela Automation.
vvv. Allocate the time for qualified business and technical experts for the Contractor-led data-mapping sessions that are critical to the project success.
www. Assist in the data-mapping process.
xxx. Load data from original source(s) into the Accela Automation standard staging tables.
yyy. Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Deliverable 6

- Permits' Plus Data Conversion Specifications Document(s) (MS Word/MS Excel).
- Migrate historical data into Accela Automation testing database environment**.**

Acceptance Criteria:

zzz. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
aaaa. Review and approve the Permits' Plus data conversion specifications document(s).
bbbb. Confirmation that Permits' Plus historical data has been converted to Accela Automation testing environment according to the data conversion data specifications.

Deliverable 7: Plan Review Oracle Historical Data Conversion
Contractor shall provide a program to convert/migrate Agency's Plan Review Oracle historical data into Accela Automation.

Contractor Responsibilities:

cccc. Work with the Agency to map appropriate fields from legacy Plan Review Oracle system into Accela Automation.
dddd. Develop scripts and execute data conversions

eeee. Migrate data provided by the Agency into Accela Automation testing database environment.
ffff. Contractor shall perform data conversion of the Plan Review data during the implementation.
gggg. Support with Plan Review data conversion activities.

State Responsibilities:

hhhh. Identify data accuracy / quality issues and resolve them (data scrubbing).
iiii. Provide data in the format(s) supported by Accela Automation.
jjjj. Allocate the time for qualified business and technical experts for the Contractor-led data-mapping sessions that are critical to the project success.
kkkk. Assist in the data-mapping process.
llll. Load data from original source(s) into the Accela Automation standard staging tables.
mmmm. Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Deliverable 7

- Plan Review Oracle Historical Data Conversion Specifications Document(s) (MS Word/MS Excel).
- Migrate historical data into Accela Automation testing database environment.

Acceptance Criteria:

nnnn. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
oooo. Review and acceptance of the Plan Review Oracle data conversion specifications document(s).
pppp. Confirmation that Plan Review Oracle historical data has been converted to Accela Automation testing environment according to the data conversion data specifications.

Deliverable 8: Standard Licensed Professional Data Conversion
Contractor shall provide a program to convert/migrate licensed professional data from a single source to be defined by the Agency to the Accela Automation licensed professional tables. Data shall be provided in Contractor's standard format. After Agency staff signs off on the conversion specification document, the Contractor conversion team shall configure the conversion that will populate Accela Automation with the appropriate data.

Contractor Responsibilities:

qqqq. Provide standard Licensed Professional conversion documentation.
rrrr. Migrate data provided by the Agency into Accela Automation testing database environment.
ssss. Support with all standard Licensed Professional data conversion activities

State Responsibilities:

tttt. Identify data accuracy / quality issues and resolve them (data scrubbing).
uuuu. Provide Licensed Professional data in the format(s) specified by the standard Licensed Professional documentation.
vvvv. Allocate the time for qualified business and technical experts for the Contractor-led data-mapping sessions that are critical to the project success.

wwww. Assist in the data-mapping process.
xxxx. Load data from original source(s) into the Accela Automation standard staging tables.
yyyy. Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Deliverable 8

- Licensed Professional Data Conversion Specifications Document (MS Word/MS Excel).
- Migrate Licensed Professional data into Accela Automation testing database environment

Acceptance Criteria:

zzzz. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
aaaaa. Review and acceptance of the Licensed Professional Data Conversion Specifications document.
bbbbb. Confirmation that Licensed Professional data has been converted to Accela Automation testing environment according to the standard Licensed Professional data specifications.

Deliverable 9: Standard Address, parcel and ownership (APO) data Conversion
Contractor shall provide a program to convert/migrate Address, Parcel, and Ownership (APO) data from a single source to be defined by the Agency to the Accela Automation APO tables. Data shall be provided in Contractor's standard format. After Agency staff signs off on the conversion specification document, the Contractor conversion team shall configure the conversion that will populate Accela Automation with the appropriate data.

Contractor Responsibilities:

ccccc. Provide standard APO conversion documentation.
ddddd. Migrate data provided by the Agency into Accela Automation testing database environment.
eeeee. Support with all APO data conversion activities

State Responsibilities:

fffff. Identify data accuracy / quality issues and resolve them (data scrubbing).
ggggg. Provide APO data in the format(s) specified by the standard APO documentation.
hhhhh. Allocate the time for qualified business and technical experts for the Contractor-led data-mapping sessions that are critical to the project success.
iiiii. Assist in the data-mapping process.
jjjjj. Load data from original source(s) into the Accela Automation standard staging tables.
kkkkk. Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Deliverable 9

- APO Data Conversion Specifications Document (MS Word/MS Excel).
- Migrate APO data into Accela Automation testing database environment.

Acceptance Criteria:

lllll. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
mmmmm. Review and acceptance of the APO Data Conversion Specifications document.
nnnnn. Confirmation that APO data has been converted to Accela Automation testing environment according to the standard APO data specifications.

Deliverable 10: Elevator Permits and Serials Data Conversion (COBOL)
Contractor shall provide a program to convert/migrate Agency's Elevator Permits and Elevator serials, Elevator Invoices historical data into Accela Automation.

Contractor Responsibilities:

ooooo. Work with the Agency to map appropriate fields from legacy Elevator Permits and Elevator serials, Elevator Invoices system into Accela Automation.
ppppp. Develop scripts and execute conversion runs to ensure high-quality conversion
qqqqq. Migrate data provided by the Agency into Accela Automation testing database environment.
rrrrr. Contractor shall perform data conversion of the Elevator Permits, Elevator serials, and Elevator Invoices data during the implementation.
sssss. Support with all Elevator Permits, Elevator serials, and Elevator Invoices data conversion activities

State Responsibilities:

ttttt. Identify data accuracy / quality issues and resolve them (data scrubbing).
uuuuu. Provide data in the format(s) supported by Accela Automation.
vvvvv. Allocate the time for qualified business and technical experts for the Contractor-led data-mapping sessions that are critical to the project success.
wwwww. Assist in the data-mapping process.
xxxxx. Load data from original source(s) into the Accela Automation standard staging tables.

yyyyy. Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Deliverable 10

- Elevator Permits, Elevator serials, and Elevator Invoices historical Data Conversion Specifications Document(s) (MS Word/MS Excel).
- Migrate historical data into Accela Automation testing database environment.

Acceptance Criteria:

zzzzz. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
aaaaaa. Review and acceptance of the Elevator Permits, Elevator serials, and Elevator Invoices data conversion specifications document(s).
bbbbbb. Confirmation that Elevator Permits, Elevator serials, and Elevator Invoices historical data has been converted to Accela Automation testing environment according to the data conversion data specifications.

Deliverable 11: Complaint Files Data Conversion (FileMaker Pro)
Contractor shall provide a program to convert/migrate Agency's Complaints historical data into Accela Automation.

Contractor Responsibilities:

cccccc. Work with the Agency to map appropriate fields from legacy Complaints system into Accela Automation.
dddddd. Develop scripts and execute conversion runs to ensure high-quality conversion
eeeeee. Migrate data provided by the Agency into Accela Automation testing database environment.
ffffff. Contractor shall perform conversion of the Complaints data during the implementation.
gggggg. Support with all Complaints data conversion activities

State Responsibilities:

hhhhhh. Identify data accuracy / quality issues and resolve them (data scrubbing).
iiiiii. Provide data in the format(s) supported by Accela Automation.
jjjjjj. Allocate the time for qualified business and technical experts for the Contractor-led data-mapping sessions that are critical to the project success.
kkkkkk. Assist in the data-mapping process.
llllll. Load data from original source(s) into the Accela Automation standard staging tables.
mmmmmm. Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Deliverable 11

- Complaints Historical Data Conversion Specifications Document(s) (MS Word/MS Excel
- Migrate historical data into Accela Automation testing database environment.

Acceptance Criteria:

nnnnnn. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

oooooo. Review and acceptance of the Complaints data conversion specifications documents.
pppppp. Confirmation that Complaints historical data has been converted to Accela Automation testing environment according to the data conversion data specifications.

Deliverable 12: InspecTrack Data conversion
Contractor shall provide a program to convert/migrate Agency's Inspection Data historical data into Accela Automation.

Contractor Responsibilities:

qqqqqq. Work with the Agency to map appropriate fields from legacy InspecTrack system into Accela Automation.
rrrrrr. Develop scripts and execute conversion runs to ensure high-quality conversion
ssssss. Migrate data provided by the Agency into Accela Automation testing database environment.
tttttt. Contractor shall perform data conversion of the InspecTrack system during the implementation.
uuuuuu. Support with all InspecTrack data conversion activities

State Responsibilities:

vvvvvv. Identify data accuracy / quality issues and resolve them (data scrubbing).
wwwwww. Provide data in the format(s) supported by Accela Automation.
xxxxxx. Allocate the time for qualified business and technical experts for the Contractor-led data-mapping sessions that are critical to the project success.
yyyyyy. Assist in the data-mapping process.
zzzzzz. Load data from original source(s) into the Accela Automation standard staging tables.
aaaaaaa. Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Deliverable 12

- InspecTrack System Historical Data Conversion Specifications Document(s) (MS Word/MS Excel
- Migrate historical InspecTrack data into Accela Automation testing database environment.

Acceptance Criteria:

bbbbbbb. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
ccccccc. Review and acceptance of the InspecTrack data conversion specifications document.
ddddddd. Confirmation that InspecTrack historical data has been converted to Accela Automation testing environment according to the data conversion data specifications.

Deliverable 13: Inspector Registration Data conversion (Fox Pro)
Contractor shall provide a program to convert/migrate Agency's Inspector Registration historical data into Accela Automation.

Contractor Responsibilities:

eeeeeee. Work with the Agency to map appropriate fields from legacy Inspector Registration system into Accela Automation.
fffffff. Develop scripts and execute conversion runs to ensure high-quality conversion
ggggggg. Migrate data provided by the Agency into Accela Automation testing database environment.
hhhhhhh. Contractor shall perform data conversion of the Inspector Registration data during the implementation.
iiiiiii. Support with all Inspector Registration data conversion activities

State Responsibilities:

jjjjjjj. Identify data accuracy / quality issues and resolve them (data scrubbing).
kkkkkkk. Provide data in the format(s) supported by Accela Automation.
lllllll. Allocate the time for qualified business and technical experts for the Contractor-led data-mapping sessions that are critical to the project success.
mmmmmmm. Assist in the data-mapping process.
nnnnnnn. Load data from original source(s) into the Accela Automation standard staging tables.
ooooooo. Allocate the time for qualified personnel to test the conversion for acceptance to ensure that the data is converted successfully according to the data-mapping document.

Deliverable 13

- Inspector Registration Historical Data Conversion Specifications Document(s) (MS Word/MS Excel).
- Migrate historical Inspector Registration data into Accela Automation testing database environment

Acceptance Criteria:

ppppppp. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
qqqqqqq. Review and acceptance of the Inspector Registration data conversion specifications document.
rrrrrrr. Confirmation that Inspector Registration historical data has been converted to Accela Automation testing environment according to the data conversion data specifications.

Deliverable 14: Report Specification / Development
Contractor shall develop thirty (30) custom documents/letters/reports. This is in addition to the standard reports provided to the Agency at no additional charge.

Reports are defined as anything that can be printed from the system, including but not limited to, reports, forms, documents, notices, invoices, and letters that the Agency wishes to print as identified during configuration analysis. The System Configuration Document will list the reports and documents that are required by the Agency to effectively use Accela Automation. These reports will be broken down by level of effort and identified in the configuration document. It is expected that, after the training on the database and the selected report writing tool is completed, Agency personnel will be able to handle additional and future report requirements. Contractor shall provide the Agency with an accurate Logical and Physical data model, as well as other supplemental tutorial content, to support report writing efforts.

Prior to Contractor developing a report, Contractor and the Agency will approve report design specification documents that shall be created jointly by the Agency and Contractor. The list of reports in the System Configuration document shall be prioritized by the Agency and shall include a determination of which reports can/will be developed by Contractor in the time allotted or if the Agency will develop all reports with guidance from Contractor. The approved documents will be used as a basis for determining completion and approval of the reports. Development of each report cannot begin until agreement on each specification is complete.

Contractor Responsibilities:

sssssss. Develop report specifications.
ttttttt. Development of reports.

State Responsibilities:

uuuuuuu. Provide timely responses to Contractor's request for information.
vvvvvvv. Make available the key users and content experts to participate in the report specification development and validation activities.
wwwwwww. Provide information and data in the formats specified by Contractor that will be needed for agreement on the Deliverable.
xxxxxxx. Provide list of 30 custom reports required.

Deliverable 14

- List of identified reports that Contractor shall develop (MS Word, within System Configuration Document).
- Report Specifications Documents for each of the identified reports (MS Word).
- Development of thirty (30) custom Reports

Acceptance Criteria:

- High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
- Thirty (30) custom reports per the report specification documents
- Standard COTS reports.

Deliverable 15: Integration to C3 Central Cashiering System

Contractor shall develop an interface between Accela Automation and C3 Central Cashiering System to integrate with manually entered payments from the State' Cashiering Office. Specifically, Contractor shall be responsible for the analysis of the end points available from the C3 system. The analysis shall result in a technical specification document detailing the overall process, the Application Programming Interface (API) calls or web service calls and the data transfer between the systems. The technical specification shall be used to design and build the custom Cashiering adapter for C3 System. The implementation team shall deploy and test the custom adapter in an Accela Automation development environment against a test C3 system instance.

Contractor Responsibilities:

yyyyyyy. Work with Agency staff to develop C3 interface specifications during configuration.
zzzzzzz. Use an Accela Automation web service or other tool to implement the interface functionality based on the specifications.

State Responsibilities:

aaaaaaaa. Provide timely responses to Contractor's request for information.
bbbbbbbb. Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
cccccccc. Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
dddddddd. Assist in the interface specification development and data mapping process.
eeeeeeee. Review and approve the interface specification documents.
ffffffff. Allocate the time for qualified personnel to test the interface for acceptance to ensure that the data populates successfully according to the interface specification documents.

Deliverable 15

- C3 Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to C3 Central Cashiering System in staging/test environment to Agency and DTMB

Acceptance Criteria:

gggggggg. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
hhhhhhhh. Review and approval of the C3 Interface Specification document.
iiiiiiii. Verify the C3 interface meets the specific requirements detailed on the interface specifications document.

Deliverable 16: Integration to IRMA
Contractor shall develop an interface between Accela Automation and IRMA electronic documents management system. Specifically, Contractor shall be responsible for the analysis of the end points available from the IRMA system. The analysis shall result in a technical specification document detailing the overall process, the Application Programming Interface (API) calls or web service calls and the data transfer between the systems. The technical specification shall be used to design and build the custom adapter for IRMA system. The implementation team shall deploy and test the custom adapter in an Accela Automation development environment against a test IRMA system instance.

Contractor Responsibilities:

jjjjjjjj. Work with Agency staff to develop IRMA interface specifications during configuration.
kkkkkkkk. Use an Accela Automation web service or other tool to implement the IRMA interface functionality based on the specifications.

State Responsibilities:

llllllll. Provide timely and appropriate responses to Contractor's request for information.
mmmmmmmm. Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
nnnnnnnn. Identify and coordinate any related tools used to implement the IRMA interface (3rd party or in-house development).
oooooooo. Assist in the IRMA interface specification development and data mapping process.
pppppppp. Review and approve the IRMA interface specification documents.
qqqqqqqq. Allocate the time for qualified personnel to test the IRMA interface for acceptance to ensure that the data populates successfully according to the IRMA interface specification documents.

Deliverable 16

- IRMA Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to IRMA in staging/test environment to Agency and DTMB

Acceptance Criteria:

rrrrrrrr. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
ssssssss. Review and approval of the IRMA Interface Specification document.
tttttttt. Verify IRMA interface meets the specific requirements detailed on the interface specifications document.

Deliverable 17: Integration to Michigan Business One Stop (MBOS)
Contractor shall develop interface between Accela Automation and Michigan Business One Stop (MBOS) to integrate with the State's web Portal. Specifically, Contractor shall be responsible for the analysis of the end points available from the MBOS system. The analysis shall result in a technical specification document detailing the overall process, the Application Programming Interface (API) calls, web service calls, GovXML and the data transfer between the systems. The technical specification shall be used to design and build the custom adapter for MBOS system. The implementation team shall deploy and test the custom adapter in an Accela Automation development environment against a test MBOS system instance.

Refer to Appendix H for MBOS requirements.

<u>Contractor Responsibilities</u>:

uuuuuuuu. Work with Agency staff to develop MBOS interface specifications during configuration.
vvvvvvvv. Use an Accela Automation web service or other tool to implement the MBOS interface functionality based on the specifications.

<u>State Responsibilities</u>:

wwwwwwww. Provide timely responses to Contractor's request for information.
xxxxxxxx. Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
yyyyyyyy. Identify and coordinate any related tools used to implement the MBOS interface (3rd party or in-house development).
zzzzzzzz. Assist in the MBOS interface specification development and data mapping process.
aaaaaaaaa. Review and approve the MBOS interface specification documents.
bbbbbbbbb. Allocate the time for qualified personnel to test the MBOS interface for acceptance to ensure that the data populates successfully according to the MBOS interface specification documents.

<u>Deliverable 17</u>

- MBOS Interface Specifications Document (MS Word/MS Excel).
- Demonstration of operational interface from Accela Automation to MBOS in staging/test environment to Agency and DTMB

<u>Acceptance Criteria</u>:

ccccccccc. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
ddddddddd. Review and approval of the MBOS Interface Specification document.
eeeeeeeee. Verify MBOS interface meets the specific requirements detailed on the interface specifications document.

Deliverable 18: Accela Citizen Access Installation and Configuration
This deliverable includes setup, configuration and deployment of the Accela Citizen Access (ACA) software. ACA shall be installed on the Agency's hardware and configured based on the configuration of Accela Automation as defined by the configuration deliverables. Subsequently, Contractor shall work with the Agency representatives to assess and implement Accela Citizen Access to extend certain aspects of the internal Accela Automation configuration for use by the general public. Three types of reports shall be shared with citizens. They are: receipts, permits, and summary reports. Features to be configured include:

1. Permit/License/Complaint/Elevator Serials Research,
2. Permit Application and Issuance,
3. Service Request/Complaint Entry,
4. License Renewals,
5. Inspection Request Entry,
6. Inspection Results Research.

Contractor Responsibilities:

- Install Accela Citizen Access at the Agency.
- Work with the Agency to determine which services to expose to the public via ACA.
- Create configuration specification for Accela Citizen Access based on analysis with the Agency.

a. Configure Accela Citizen Access based on approved specification document.

State Responsibilities:

a. Allocate staff resources to participate in training sessions.
b. Prepare the hardware, software, and network in accordance with the specifications provided by Contractor.
c. Provide access to proposed Accela Citizen Access server hardware, on site and remotely.
d. Provide information on the services that the Agency desires to offer via Accela Citizen Access.

Deliverable 18

- Accela Citizen Access installed on Agency server(s).
- ACA Configuration Specification Document (MS Word).
- Demonstration of operational ACA system per ACA Configuration Specification document

Acceptance Criteria:

e. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
f. Confirmation that ACA is installed on Agency server.
g. Review and approval of ACA configuration document(s).
h. Demonstration of the operational ACA functionality per the specification document(s).

Deliverable 19: Accela GIS Installation and Configuration
Contractor shall install and configure Accela GIS to link and leverage existing Agency GIS information, including assistance with establishing the map service to be used in conjunction with Accela GIS. The State's Bing maps could be utilized alternatively. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Permitting system.
- View selection, location, and associated GIS information.
- Select one or more parcels and add new applications to the permit system.
- Auto-populate spatial attributes for a property in forms (including ACA).
- Write to one or more GIS layers based upon a status change or similar trigger in Accela Automation.

During GIS installation, Contractor's technical staff shall work with Agency DTMB staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Contractor technical staff shall validate the proper installation and configuration of the Accela GIS environment.

Contractor Responsibilities:

1. Install Accela Automation software and perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Contractor and the Agency.

2. Demonstrate that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Accela Automation system.

State Responsibilities:

a. Arrange for the availability of staff for the system installation, setup, testing, and quality assurance throughout the setup process.
b. Order and procure necessary hardware, non-Accela Automation systems software, and networking infrastructure as specified by Contractor.
c. Provide people and physical resources based on the dates outlined in the project schedule.
d. Prepare the hardware, software, and network in accordance with the specifications provided by Contractor.
e. Provide Contractor with network access for remote installation and testing.
f. Provide information and data in the formats specified by Contractor that will be needed for the GIS implementation.

Deliverable 19

- Accela GIS installed on Agency server(s).
- Demonstration of the operational Accela GIS in-scope with Agency business processes.

Acceptance Criteria:

g. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
h. Demonstration of operating Accela GIS in test environment.
i. Field staff be able to view permits from one location and route their inspections.

Deliverable 20: Accela Mobile Office Configuration
Contractor shall install and configure the Accela Mobile Office application. Contractor shall perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a test and production environment. Using Accela Mobile Office, an Agency inspector can perform activities such as:

- Result inspections/investigations in either store/forward or Mobile Office mode.
- Print reports in the field.

Mobile Office installation and setup shall involve Contractor's technical staff working with the Agency DTMB staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela Mobile Office test and production environments. Contractor technical staff shall validate the proper installation and configuration of the Accela Mobile Office environment. Successful installation shall be demonstrated through logging into the Accela Mobile Office Client communicating to the Accela Mobile Office Subscription server.

Analysis activities with the Agency shall result in a Mobile Office Configuration Document. Subsequently, Contractor's technical staff shall extend base configuration of Accela Mobile Office per the Mobile Office Configuration Document.

Contractor Responsibilities:

- Install Accela Mobile Office at the Agency.
- Work with the Agency to determine the categories and 5 guidesheets.
- Create configuration specification for Accela Mobile Office based on analysis with the Agency.

b. Configure Accela Mobile Office based on approved specification document.

State Responsibilities:

A. Order and procure necessary hardware, non-Accela Automation systems software, and networking infrastructure as specified by Contractor.

B. Arrange for the availability of resources for the system installation, setup, testing, and quality assurance throughout the setup process

C. Prepare the hardware, software, and network in accordance with the specifications provided by Contractor.

D. Provide Contractor with network access for remote installation and testing.

j. Create additional guidesheets over and above the 5 guidesheets to be configured by Contractor.

Deliverable 20

- Accela Mobile Office installed on Agency server.
- Accela Mobile Office Configuration Specification Document (MS Word).
- Demonstration of operational system per Accela Mobile Office Configuration specification document.

Acceptance Criteria:

E. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

F. Confirmation of Mobile Office configuration of profiles.

G. Demonstration of 5 Accela Mobile Office Guidesheets per Configuration Document within the test/staging system.

Stage 5 - Readiness

A. The Training Plan shall be completed and approved no later than the 14 business days prior to completion of the construction effort.
   a. It is revised, as necessary, during the testing and training phase.

B. Training material (including anything on-line) cannot illustrate real data.
   a. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals unless specifically authorized by LARA, BCC management.
   b. On line Frequently Asked Questions (FAQ)
      i. Said FAQ should exist in a format that LARA staff can add, change or delete content as old problems go away or new problems are identified.
         1. Features hardest to understand
         2. The on-line material, both help and FAQ, will be printable.

Contractor shall provide the Agency with the one soft copy in portable document file (.pdf) format and MS Word format, of all documentation necessary for the Accela Automation modules and add-ons acquired under the proposed contract. The State will have the right of reproduction so that as many copies can be made of the documentation as necessary for training or subsequent purposes. Additionally, Contractor shall provide the State with user training manual document templates in Microsoft Word format, which can be customized with screenshots specific to the State's system.

Contractor acknowledges that training will be "tested" before conducting to a wider audience. "Testing" consists of the review of the training material.

- An initial session for each audience (LARA staff) will "test" the effectiveness of the material through user feedback.
- The training material will be adjusted as necessary

Additional “indirect” training support for users will be provided through online help.

- o On line help (screens), explaining how to perform a feature/function will exist at the time of User Acceptance Testing
  - Alternatively to Online User Help, an online user manual with search capabilities will be provided.

Contractor shall secure written feedback during UAT and modify the custom training material as required.

Deliverable 21: Administrative and Technical Training
Contractor shall provide on-site training at Okemos, Michigan for Agency staff that focuses on the administration, technical, maintenance, and augmentation of its Accela Automation configuration. In addition to a comprehensive administrator training course that spans three days, Contractor shall also train **Agency users** on the use of the system. Specifically, the following courses will be provided to the Agency.

k. Three-day Accela Automation Administrator Training course,
l. Two-day V360 Administrator Training course,
m. One-day Event Manager Script Manager Training course,
n. Two-day Advanced Event Manager Script Manager Training course,
o. Two (2), One-day Report Schema Training course,
p. One-day Accela Citizen Access Administrator Training course,
q. One-day Accela GIS Administrator Training course.
r. Provide training manuals for all of the above

Contractor Responsibilities:

fffffffff. Coordinate with the Agency to define training schedule and logistics.
ggggggggg. Deliver training courses listed in section above.

State Responsibilities:

i. Select and prepare the power-users who will be participating in the training and subsequently training end users.
j. Arrange the time and qualified people for the training who are critical to the project success.
k. Provide suitable Agency facilities to accommodate various training classes.
l. Ensure that users are proficient in using PC’s in a Windows environment as a prerequisite for the course.
m. Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Deliverable 21: Administrative and Technical Training

s. Three-day Accela Automation Administrator Training course,
t. Two-day V360 Administrator Training course,
u. One-day Event Manager Script Manager Training course,
v. Two-day Advanced Event Manager Script Manager Training course,
w. Two (2), One-day Report Schema Training course,
x. One-day Accela Citizen Access Administrator Training course,
y. One-day Accela GIS Administrator Training course.
z. Provide training manuals for all of the above

Acceptance Criteria:

aa. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
bb. Execution of Accela Automation Administrator Training Course.
cc. Execution of Accela V360 Administrator Course ,
dd. Execution of Accela Event Manager Script Training Course.
ee. Execution of Accela Advanced Event Manager Script Training
hhhhhhhhh. Execution of Accela Report Schema Training Course.
iiiiiiiii. Execution of Accela Citizen Access Administrator Training Course.
jjjjjjjjj. Execution of Accela GIS Administrator Training Course.
kkkkkkkkk. Receive training manuals.

Deliverable 22: End User Training
Contractor shall provide 20 custom End User Training manuals and documentation in a format that can be edited and printed in any volume.

Contractor Responsibilities:

lllllllll. Coordinate with the Agency to define training schedule and logistics.
mmmmmmmmm. Provide custom training documentation
nnnnnnnnn. Provide ten two-day instances of Daily Accela Automation End User Training.
ooooooooo. Provide four one-day instances of Daily Accela Mobile Office End User Training

State Responsibilities:

n. Select and prepare the power-users who will be participating in the training and subsequently training end users.
o. Arrange the time and qualified people for the training who are critical to the project success.
p. Provide suitable Agency facilities to accommodate various training classes.
q. Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
r. Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Deliverable 22A (Phase I)

- Training Materials suitable for each audience/role and per the Training Plan
- Eight two-day instances of Daily Accela Automation End User Training
- Two one-day instances of Daily Accela Mobile Office End User Training
- List and layouts of reports and screens/pages

Acceptance Criteria:

ppppppppp. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
qqqqqqqqq. Execution and attendance list of eight two-day instances of the Accela Automation End User Training course to the Agency for Phase I.
rrrrrrrrr. Execution and attendance list of two one-day instances of the Accela Mobile Office End User Training course to the Agency for Phase I.

Deliverable 22B (Phase II)

- Training Materials suitable for each audience/role and per the Training Plan
- Two two-day instances of Daily Accela Automation End User Training
- Two one-day instances of Daily Accela Mobile Office End User Training
- List and layouts of reports and screens/pages

Acceptance Criteria:

sssssssss. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

ttttttttt. Execution and attendance list of two two-day instances of the Accela Automation End User Training course to the Agency for Phase II.

uuuuuuuuu. Execution and attendance list of two one-day instances of the Accela Mobile Office End User Training course to the Agency for Phase II.

Deliverable 23: Testing

Contractor shall develop a test plan. Contractor shall perform unit testing, integration testing, functional testing, stress testing (Phase 1), and system testing. Contractor shall assist in the User Acceptance Testing during the implementation of the project.

Contractor shall provide a test environment separate from production and training for User Acceptance Testing. The UAT environment will include the data sets migrated from each of the following:

1. Plan Review,
2. Permits,
3. Licenses,
4. Inspections,
5. Complaints,
6. Inspector Registration, and
7. Elevator Serials.

User security rights and roles will be configured for the purpose of User Acceptance Testing.

A dedicated project SharePoint site will be used to log, monitor system performance and computer resource usage, track and report defects from all the various tests including UAT.

Contractor shall correct all errors from the testing (listed above), unless specifically agreed to in writing by the DTMB Project Manager, before the system is turned over to the State for UAT. Errors will not be closed out until verified at the same level of testing as occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.

If a defect prevents continuation of testing by more than one (1) business day, the State is not held responsible for schedule and associated costs of the delay, unless the delay is a direct result of the action of the State (e.g., not having the resources to re-test said defect).

Contractor shall update the Requirements Traceability Matrix (RTM) with the completion of the column marked “Test Case”, with a reference to approved Test Cases.

Contractor acknowledges that updates against this phase will be included in the project status report.

Contractor Responsibilities:

vvvvvvvvv. Complete Performance Stress Test.
wwwwwwwww. Develop Test Cases for users.
xxxxxxxxx. Assist the Agency in the User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
yyyyyyyyy. With assistance from the Agency, lead the effort to transfer the system configuration and any required data from Support to Production.
zzzzzzzzz. Assist the Agency in the final conversion of legacy data to the Production system.
aaaaaaaaaa. Assist in resolution of issues raised as a result of User Acceptance Testing activities.
bbbbbbbbbb. Provide recommendations on testing strategy and best practices

State Responsibilities:

cccccccccc. Provide timely and appropriate responses to Contractor's request for information.
dddddddddd. Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.
eeeeeeeeee. Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

Deliverable 23A (Phase I)

d. Test Plan
e. Test Cases/Scripts
f. Results of fully-tested system that is ready to be moved to a production environment
g. Performance stress test results (Phase 1 only)
h. Test Environment
    a. Implementation of defect tracking tool
    b. Creation of Test Environment including data
    c. Test Environment Verification
i. Completion of tests as defined above
    a. Correction of defects (unless so excluded in writing by DTMB Project Manager)
    b. Test Result Report (developed after completion of each of the following: Performance Test, System Test)
j. User Acceptance Test
    a. Including defect correction and Test Result Report
k. Updated documentation
    a. Project Plan
    b. Requirement Traceability Matrix

Acceptance Criteria:

ffffffffff. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
gggggggggg. Completion of UAT according to the approved configuration document and system specifications for Phase I.
hhhhhhhhhh. Execution of Performance Stress Test

Deliverable 23B (Phase II)

l. Test Plan
m. Test Cases/Scripts
n. Results of fully-tested system that is ready to be moved to a production environment
o. Test Environment
    a. Implementation of defect tracking tool
    b. Creation of Test Environment including data

    c. Test Environment Verification
p. Completion of tests as defined above
    a. Correction of defects (unless so excluded in writing by DTMB Project Manager)
    b. Test Result Report (developed after completion of each of the following: Performance Test, System Test)
q. User Acceptance Test
    a. Including defect correction and Test Result Report
r. Updated documentation
    a. Project Plan
    b. Requirement Traceability Matrix

Acceptance Criteria:

- High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
- Completion of UAT according to the approved configuration document and system specifications for Phase II.

Stage 6 - Deploy

The Contractor shall handle Implementation activities including but not limited to the following:

- Implementation of a **test system, QA system and production system** in the SOM environment
- The process to provide software to the State, and assistance in installation in the various (QA, Production, Test) environments
- Creation of an installation guide and checklist of installation activities (that can be used repeatedly as/if required)
    - These will be used, validated and modified as/if required during the actual implementation
- Validation that the systems are installed and ready for use
- Support to DTMB in regards to all product related installations in State environments.
- Updates against this phase will be included in the Project Status Report.
    - This includes identification of issues, recommended solutions and actual action to improve or correct system performance
- Data conversion: All current formats will be converted to new formats. Current formats include DMSII, FileMaker Pro, and FoxPro.
- Data migration (may include transition of business operations to the new application). All current data shall be migrated into the new system.
    - Elevator system: currently there are 45,598 serial records, of 500 characters each record
    - The current system contains records back to 1998.
- Interfaces/Integration
    a. Name of application: **IRMA - Information Repository for Michigan Agencies**. IRMA uses an out of the box software package called Alchemy, a document management system.
        i. Owner of application: OpenText (who also supplies support)
        ii. Details of interface: Retrieving images from IRMA. The images are stored by IRMA, and delivered to BCC, in a TIF format. At IRMA, the images are on a proprietary database, rather than SQL or Oracle.

    b. Name of application: **C3 – Central Cashiering System**, DTMB developed software to process cash, check, and money order payments for multiple bureaus within LARA. All payments received are entered into the C3 manually by the Cashiering Office. Payments are applied to the different bureaus either by account codes, license numbers, federal id, and invoice numbers. Once processing is done for the day multiple data loads are done. These data loads go to MAIN for accounting. The C3 System is also used by the bureaus for processing of refunds and revenue movements. All data is made available to the bureaus through multiple reporting options.

i. Owner of application: DTMB
ii. Details of interface: cash, check, and money order payments

c. Name of application : **Michigan Business One Stop (MBOS**) – See Appendix H - Michigan Business One Stop Agency Integration Requirements.

Contractor Responsibilities**:**

1. Implementation of a test system, QA system and production system
2. Data conversion and migration
3. Implement interfaces

State responsibilities:

- Provide SME's
- Review and approve deliverables within 5 business days

Deliverables 24A & 24B: Pre Go-Live Support (Phase I and Phase II)

Go-Live is defined as the official date in which Accela Automation moves from the test environment to production for daily Agency usage. This date will be agreed to by both Contractor and the Agency at project inception. It may be altered only by change order agreed to by both parties. The week prior to moving to Production, Contractor shall provide production support for each phase. This is for the purpose of assisting in final data conversions, system validation, staff preparation assistance and training, and coordination of deployment.

Contractor Responsibilities:

iiiiiiiiii. Provide on-site resources to support the move to Production effort.
jjjjjjjjjj. Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.

State Responsibilities:

kkkkkkkkkk. Provide technical and functional user support for pre- Production Planning, execution, and monitoring.
llllllllll. Provide timely and appropriate responses to Contractor's request for information.
mmmmmmmmmm. Assist in the development of a Pre-Production checklist that details the critical tasks that must be accomplished prior to moving to Production.

Deliverable 24A

- Pre-golive support for Phase I
- Accela Automation used in production environment for Agency daily use.

Acceptance Criteria:

Production system is first used by the Agency for daily use.
Pre-golive checklist

Deliverable 24B
- Pre-golive support for Phase II
- Accela Automation used in production environment for Agency daily use.

Acceptance Criteria:

Production system is first used by the Agency for daily use.
Pre-golive checklist

Deliverable 25A & 25B: Post Deployment Support (Phase I and Phase II)
This deliverable is comprised of the post- production support assistance that Contractor shall provide to address issues and provide consultative advice immediately following the move to Production for daily use. Contractor shall provide support immediately following deployment. This is two full time resources onsite for a week following each Phase I and Phase II.

Contractor shall work with the Agency to identify and address issues identified during this period using a Post Production Issues List. This list shall be comprised of issues related to the defined deliverables which shall be addressed by Contractor as well as any other issues which shall be addressed by the Agency.

Contractor Responsibilities:

nnnnnnnnnn. Provide post-deployment support for Phase I.
oooooooooo. Provide post-deployment support for Phase II.
pppppppppp. Assist with the identification of issues for the post-deployment Issues List.

State Responsibilities:

qqqqqqqqqq. Provide technical and functional user support for post-deployment support and monitoring.
rrrrrrrrrr. Develop and maintain a post-deployment Issues List.
ssssssssss. Provide timely responses to Contractor's request for information.

Deliverable 25A
- Post deployment support for Phase I
- Finalized post-deployment issues list
- Resolve the identified issues

Deliverable 25B
- Post deployment support for Phase II
- Finalized post-deployment issues list
- Resolve the identified issues

Acceptance Criteria:

- High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
- Production system is used by the Agency for daily use without any defects.
- Contractor shall respond to the issues list in a timely manner.

B. Warranty

The warranty period is 90 days.

During the warranty period, the Contractor shall be responsible for fixing any reported defects related to the application. The warranty period shall not close if defects with a severity level of critical or high are unresolved. For defects, the Contractor shall define the root cause of problems, recommend solutions and secure corrections.

Contractor Responsibilities:

tttttttttt. Provide post-production support.
uuuuuuuuuu. Assist with the identification of issues for the Post Production Issues List.
vvvvvvvvvv. Transfer ongoing support of the client to the CRC to address any post Production issues that require remediation.

State Responsibilities:

wwwwwwwwww. Provide technical and functional user support for Post Production support and monitoring.
xxxxxxxxxx. Develop and maintain a Post Production Issues List.
yyyyyyyyyy. Provide timely responses to Contractor's request for information.

Deliverable 26

a. Warranty Period Support.
b. Finalized Warranty Period Issues List.
c. Transition of agency from services team to Customer Resource Center for ongoing support
d. Defect log – this may be a continuation of the existing defect log, a new log, or simply a new tab in the existing log
e. Through the warranty period, continue to provide Management Reports, Weekly Performance Log, and Performance against SLA (see Appendix C)

Acceptance Criteria:

zzzzzzzzzz. High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.
aaaaaaaaaaa. Official transfer from the Contractor Services project team to the Customer Resource Center (CRC).
bbbbbbbbbbb. If defects with a severity level of critical or high are unresolved, Warranty Period will remain open.
ccccccccccc. Receive Management Reports, Weekly Performance Log, and Performance against SLA

C. Software

The Contractor shall provide a Commercial-Off-the-Shelf (COTS) software that meets the requirements contained in Appendices A and B.

a. Accela Land Management
b. Accela GIS add-on module
c. Accela Mobile Office add-on module
d. Accela Citizen Access add-on module
e. Accela Electronic Document Review
f. Accela Analytics app

g. Identification of the infrastructure requirements for the software proposed. For example, the database, and operating systems (including versions) required for maximum effectiveness of the software.
h. Description of the proposed architecture, technology standards, and programming environment.

The system shall provide reports to be generated in multiple formats (ex; Crystal Reports) depending on the need including Hypertext Markup Language (.html), Adobe Acrobat Portable Document Format (.pdf), Microsoft Word (.doc, docx), Rich Text Format (.rtf), delimited text by tab or comma, Microsoft Excel Spreadsheet format (.xls), and XML.

Contractor Responsibilities:

dddddddddd. Contractor shall install all modules, and provide keys for the software licensed

State Responsibilities:

eeeeeeeeeee. Verify all software is installed.

Deliverable(s) for Software

- Accela Land Management
- Accela GIS add-on module
- Accela Mobile Office add-on module
- Accela Citizen Access add-on module
- Accela Electronic Document Review
- Accela Analytics app

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

D. Documentation
Documentation is created and, as required, updated throughout the life of the project. This section identifies some general rules in their creation, updating and handling.

The Contractor shall handle Documentation including, but not limited to, the following:

- Compliance with these general rules which apply to all documentation mentioned throughout the Contract.
- All documentation provided as deliverables become the property of the SOM
- The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
- All documents will employ version control.
- All documents will be accessible to State Users even prior to system implementation

- All documents will employ identifiers for each section and support access from the Table of Contents.
- All material must be in a format that allows creation of unlimited copies. All material must be created with tools generally and cost effectively available so material can be updated as needed.
- Documentation can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
- An outline or table of contents should be approved before development of the documents.
- Notify the State of any discrepancies or errors in the system, operations, and user documentation.
- In addition to documents mentioned in earlier phases of the project, the Contractor is responsible for creation and approval of the following items prior to, whichever is first, implementation or knowledge transfer (unless specifically stated otherwise):
- **Procedure Manual** will define policies and practices.
- **User Manual** will define "how to" use the system functions. As noted elsewhere, this will be completed and approved prior to training.
- **Data Model** will present the data structure
- **System Administrator Manual** describes, among other things, how to handle security (authorization), job scheduling, system monitoring, archiving (e.g. backup and recovery), etc.
- **DBA Manual** describe how to install, create and maintain the database
- **Operations Manual** describe how to perform IT support actions required on a daily or predefined regular basis, operations done only as needed (e.g. upgrades or to expand size due to increase usage), special operations (e.g. shut-down, application recovery, etc.) and troubleshooting

Deliverable(s) for Documentation

- On Line Help Screens, both "how to" and common FAQ
- Procedures Manual
- User Manual
- Logical and Physical Data Model
    - o Including Data (Element) Dictionary
- System Administration Manual
- Database Administration Manual
- Operations Manual

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

E. Knowledge Transfer/Transition

The Contractor shall handle Knowledge Transfer/Transition activities including but not limited to the following:

a. Creation of Knowledge Transfer Plan that **will result in the support team having**:
    a. Knowledge to perform operational activity (including administration and security)
    b. Knowledge to perform maintenance
    c. Knowledge to use the database
b. Creation of a Knowledge Transfer Plan **will provide**:
    a. Time for the support team to review documentation and provide questions and/or comments about the documentation
        1. The Contractor shall provide written response to questions raised
        2. As necessary, the Contractor shall update the documentation.

b. Opportunity for support team to participate as a secondary resource during training and implementation to gain general and technical knowledge of the system.
c. Opportunity for support team to participate as a secondary resource to gain "hands on" experience in investigation, determination of solution(s) and correction of problems that arise during the warranty period.
d. .

c. The Knowledge Transfer Plan **will include, but is not limited to**:
  a. Completion including approval no later than the 20 business days prior to completion of the implementation/configuration effort.
  b. Describing the approach, tasks/steps, staffing levels, and roles and responsibilities of the State and Contractor to ensure State resources secure sufficient knowledge to serve as primary support for operations upon completion of the warranty period.
    1. **Business Knowledge** including business process overview, application overview, and use case review.
    2. **Technical Knowledge** including database, modules/sub-modules, design, and standards applied.
    3. **Process Knowledge** including production support, release, configuration management, change management and version control. Production support will include batch processes as well as online and reporting processes.
  c. Creation of a detailed project schedule developed and tracked throughout this activity.

d. Updates against the Knowledge Transfer Plan will be included in the Project Status Report.

Deliverable(s) for Knowledge Transfer/Transition
- Knowledge Transfer Plan
- Execution of the Knowledge Transfer Plan

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

F. Software License, Maintenance and Support (costs for this section are in Appendix G, Table 3, Recurring Costs, Software License, Maintenance and Support)

The Agency shall act as the first line help desk, in taking calls from all users. If needed, the Agency shall then escalate the call up to the Contractor.

The maintenance period shall commence upon contract signing.

The Contractor shall provide Maintenance and Support activities that shall include but are not limited to:
- Provide support to troubleshoot problems if so requested by the State technical resources within 30 minutes of request between the hours of 7 a.m. to 9 p.m. Eastern Time during normal business days or if after hours, within 30 minutes of start of the next business day
- Provide system enhancements/upgrades via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
- Provide adaptive and preventative maintenance via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
- Provide updated documentation per Section 1.104 prior to changes being pushed to production

The Contractor shall explain how modifications/additions to the base system as exist at the time of implementation are retained or applied as the Contractor provides upgrade to their base system. This explanation should indicate a method to ensure no functionality is lost as the system base is modified.

Deliverable(s) for Maintenance and Support

- Defect tracking tool
- With State access to see activity and perform, as desired, reporting
- Updates to software, as/if required
- Updates to documentation, including training material, as/if required
- Release Notes

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

G. Reserve Bank of Hours (costs for this section are in Appendix G, Table 4, Reserve Bank of Hours)

The State intends to establish funding for related development; that is, additional modifications to the system configuration as implemented at the State.

Actual funding for the modifications will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. The State may request additional hours if the option years are exercised.

To use the Reserve Bank of Hours, the State will submit a Statement of Work (SOW) to the Contractor for the additional training and modification requested. The Contractor shall provide a written proposal, including pricing and a project schedule. Upon review and approval by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

Additional information is in Appendix G, Table 9, Reserve Bank of Hours, Notes.

Contractor's Responsibilities

- To review the SOW and provide a timely proposal based on the statement of work.

State's Responsibilities

1. Write Statement of work.
2. Review the proposal
3. Review completed work.

Deliverable(s)

1. A Proposal, in response to each SOW.

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

II. Requirements

A. Technical/General System Requirements
Technical/General requirements are provided in Appendix A.

B. Functional Requirements
Functional requirements are provided in Appendix B.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

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

Contractor shall provide a list of all Subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning Subcontractor's organization and abilities.

The Single Point of Contact (SPOC) is Rocky Copeland. The duties of the SPOC shall include, but not be limited to:

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

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

The Contractor shall submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the Contractor/Subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the Contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

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

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

- *Project Manager*

The Contractor's *project manager, Rocky Copeland, shall* interact with the designated personnel from the State to insure a smooth transition to the new system. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager responsibilities include, at a minimum:

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

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

B. On Site Work Requirements

1. Location of Work

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

a. Initial builds, preliminary configuration validation and those types of activities may be performed at the Contractor's site. The Contractor shall propose where that type of work will be done.

b. Installation and implementation will be at the State of Michigan in Lansing, Michigan. All testing with State of Michigan data will be done on the State of Michigan network within the State of Michigan firewall.

2. Hours of Operation:

a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.

b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.

c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.

b. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State will provide the following resources for the Contractor's use on this project:

- Work space
- Desk
- Telephone
- PC workstation
- Printer
- Access to copiers and fax machine

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a DTMB and Agency project manager:

Executive Subject Matter Experts

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

State Project Manager- (DTMB and Agency)

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

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

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

Business licenses

Name	Agency/Division	Title

Toby Pittman	DTMB	DTMB Project Manager
Anila Francis	DTMB	AS PMO Project Manager
Pam Braatz	DTMB	DTMB Analyst/Programmer
Dave Viges	Agency	LARA Project Manager

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

Name	Agency/Division	Title
Mark Lawrence	DTMB	Contract Administrator

1.203 OTHER ROLES AND RESPONSIBILITIES

Name	Agency/Division	Title
Cindy Forrest	DTMB	DTMB Analyst/Programmer
Sandy Huhn	LARA/BCC	LARA/Departmental Technician
Amie Ostrander	LARA/BCC	LARA/Departmental Analyst

Cindy Forrest will assist Pam Braatz with technical and IT responsibilities.
Sandy Huhn will be involved with technical and reports.
Amie Ostrander will be involved with document management.

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Preliminary Project Plan
The Preliminary project plan is in Appendix F – Preliminary Project Plan.

Orientation Meeting
Upon 14 calendar days from execution of the Contract, the Contractor shall be required to attend an orientation meeting to discuss the content and procedures of the Contract. The scope and deliverables will be reviewed in this meeting. The preliminary project plan, as submitted by the Contractor with the proposal, will be reviewed by the project team, (Contractor, DTMB, and BCC), in order to determine the final project plan. The meeting will be held in Okemos, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings
The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Okemos, Michigan, **or by teleconference**, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control
1. The Contractor shall carry out this project under the direction and control of DTMB.
2. Within 10 working days of the execution of the Contract, the Contractor shall submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
   - The Contractor's project organizational structure.
   - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary

substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

- The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
- The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.

3. The Contractor shall manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at http://www.michigan.gov/SUITE
   a. Contractor shall use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
      - Staffing tables with names of personnel assigned to Contract tasks.
      - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 14 calendar days, updated semi-monthly).
      - Updates must include actual time spent on each task and a revised estimate to complete.
      - Graphs showing critical events, dependencies and decision points during the course of the Contract.
   b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

Deliverable)

- Weekly Status Reports documenting project progress, planned activities, risks, issues, changes and acceptance
- Weekly project status meetings
- Monthly project reviews with the executive steering committee
- Minutes from the above 2 meetings documenting discussions and decisions

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

fffffffffff. Facilitation of project status meetings and project reviews
ggggggggggg. Consistent and accurate maintenance of project management documentation

1.302 REPORTS

A Weekly Project Status Report will be required from the Contractor from the start of the project until the completion of the project or mutually agreed by the DTMB project manager and the Contractor.

Reporting formats must be submitted to the State's Project Manager for approval within ten (10) business days after the execution of the Contract. The Contractor shall use as its base the Project Status Report SUITE template. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract unless changed with written agreement of the DTMB Project Manager. Report components will include:

- Executive Summary of activity during the report period
- Accomplishments during the reporting period
  - Accomplishments indicate specific work started or completed and not work in process
  - Accomplishments must indicate more than “just” milestones and deliverables.
- Deliverable status
- Schedule status
- Change Control
- Maintenance Activity (if any)
- Planned accomplishments during the coming report period
  - Planned Accomplishments indicate specific work started or completed and not work in process
- Action Item status
  - The Log may be attached rather than material copied into the actual PSR
  - Action Item includes the action, owner, target date, updates and closure date
- Issues
  - The Log may be attached rather than material copied into the actual PSR
  - Detail on the Issue Log is provided in 1.401 (below)
- Risks
  - The Log may be attached rather than material copied into the actual PSR
  - Detail on the Risk Log is provided in 1.402 (below)

The Contractor shall include, within the Executive Summary of the Project Status Report, a statement that the project is on schedule or, if not, reasons for discrepancies and a tracking date.

During testing and warranty period, information will be included or attached to the PSR to indicate a summary of defects:

- Open at the beginning of the reporting period
- New defects reported during the reporting period
- Defects closed during the reporting period
- Defects in process as (being worked on) of the end of the period
- Defects not yet worked on as of the end of the period
- Open defects as of the end of the period

Said report may be broken down further by severity level if defects are so categorized. A detailed report or access to any tool used to track said defects will be available to the State upon request.

During system and user testing, information will be included to indicate:

- Number of test cases that passed on first try
- Percentage of test cases that passed on first try against all test cases completed

An updated Project Schedule reflecting activity to date as well as updates to the estimate to complete shall also be provided by the Contractor with the Project Status Report. The

Project Schedule shall identify tasks that are over estimate and/or behind schedule with associated actions to address the situation.

1.400 Project Management

1.401 ISSUE MANAGEMENT

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

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

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

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

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

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

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

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

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

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

1.403 CHANGE MANAGEMENT

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

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

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

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

1.500 Acceptance

1.501 CRITERIA

The approval process is defined in more detail in the terms and conditions, specifically sections 2.253, 2.254 and 2.255. In addition to these sections the following apply:

Deliverables that are ***documents*** must:

- Be reviewed and approved by staff (unless there are issues) within ten (10) business days (as identified in the Project Schedule). During the review, deliverables will be subject to no more than two (2) review cycles (unless something previously communicated was left out): one review and one subsequent review of any necessary changes required by the first review. The second review will be limited to only those changes and not intended to introduce new feedback.
- Be in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
  - Provide a heading indicating system and document name (e.g. User Manual) on each page
  - Provide page number and "of pages" on each page.
  - Provide an "as of" date.
  - Indicate final and not draft status
- If required by SUITE will leverage the SUITE template or leverage a template that serves the same purpose and contains similar information but if and only if with prior approval of the DTMB Project Manager.
- Reflect correction of feedback provided by the State regarding but not limited to level of detail and clarifications.
- Reflect correction of issues identified by State personnel during the review of said documents unless waived in writing by the DTMB Project Manager
- Not illustrate "real" data. Names, identification codes, etc. must be fictitious to ensure confidentiality of sensitive information.

Deliverables that represent "**construction activity**" must:
- Include updated documentation of the modules, pages, reports, etc.
- Indicate in the requirements traceability matrix (RTM) that all requirements were addressed through the SUITE templates including design, development, and testing
- Reflect successful installation in no less than the test, UAT, QA and Production environments
- And operates in said environment including security (authentication and authorization)

Deliverables that represent **testing** must:
- Indicate all test cases have been successfully executed in system test, performance test, load test, User Acceptance Test
- And all defects, unless waived in writing by the State, are corrected

Deliverables that represent **training** must:
- Indicate all persons so identified to receive training, have in fact completed the training
- Reflect that all training material, per feedback from those trained and the State (DTMB and LARA) Project Managers, has been updated

Deliverables that represent the **warranty** period must:
- Indicate passage of the timeframe
- Resolution of all issues raised during the period, unless waived in writing by the State DTMB Project Manager

1.502 FINAL ACCEPTANCE

The following requirements for final acceptance apply:

A. That all deliverables defined in Article 1 and per the acceptance criteria defined in section 1.501 have been completed and written approval provided

B. That all contractual requirements have been met including but not limited to:
   a. Placement of source code in escrow as/if applicable

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment

The project, from inception through and including warranty, will be based on a firm, fixed-priced per deliverable basis. Payment is made upon completion of all deliverables for the phase as reflected in Cost Table Appendix G.

Maintenance and support, begins upon contract signing and will be paid annually. State may elect to continue its maintenance coverage for additional annual terms by paying to Contractor the fees associated with such terms when these are due; said fees will be calculated as a three-percent (3%) increase from the prior annual term's maintenance fees. Should State fail to renew its maintenance coverage or pay the applicable fees, Contractor reserves the right to withhold all support. If State resumes maintenance coverage after one or more periods without such coverage, State will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

Knowledge Transfer costs are included in the training provided in the scope of work and normal implementation.

The Contractor shall adhere to the deliverables identified in the Cost Table. Modification to the Cost Table in Appendix G will not be acceptable.

The Contractor agrees the costs provided in Appendix G represent the total charge to the State, and that there are no other charges required to ensure successful Contract execution. The Contractor has provide a listing and any associated pricing for any 3rd party software required in the solution.

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

Out-of-Pocket Expenses
Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

Statements of Work and Issuance of Purchase Orders

- Unless otherwise agreed by the parties, each Statement of Work will include:
    1. Background
    2. Project Objective
    3. Scope of Work
    4. Deliverables
    5. Acceptance Criteria
    6. Project Control and Reports
    7. Specific Department Standards
    8. Payment Schedule
    9. Travel and Expenses
    10. Project Contacts
    11. State Responsibilities and Assumptions
    12. Location of Where the Work is to be performed
    13. Expected Contractor Work Hours and Conditions

- The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Invoicing
Contractor shall submit properly itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909
OR
DTMB-Accounts-Payable@michigan.gov

. Invoices must provide and itemize, as applicable:

- Contract number;

- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

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

1.602 HOLDBACK

Reserved.

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of **5 years beginning December 27,, 2012 through December 26, 2017**. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to **2 additional 1 year periods**.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the Purchasing Operations. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor shall be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations and LARA/BCC (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

Mark Lawrence
Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg., 2nd Floor
PO Box 30026
Lansing, MI 48909
lawrencem1@michigan.gov
517.241.1640

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

Toby Pittman
State Administrative Manager
Department of Technology, Management and Budget
7285 Parsons Dr, Dimondale, MI 48821
pittmant@michigan.gov
Ph: 517.636.5428
Fax:517.636.6303

2.023 PROJECT MANAGER

The following individual will oversee the project:

Toby Pittman
State Administrative Manager
Department of Technology, Management and Budget
7285 Parsons Dr, Dimondale, MI 48821
pittmant@michigan.gov
Ph: 517.636.5428
Fax:517.636.6303

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractors under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request
If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a “Change”), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a “Change Request”).
(2) Contractor Recommendation for Change Requests:
Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.
(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor’s proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
(4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a “Contract Change Notice”).
(5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.
(6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
State of Michigan
Purchasing Operations
Attention:
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Accela, Inc.
2633 Camino Ramon, Suite 120
Bishop Ranch 3
San Ramon, California 94583 USA
Attention: Contracts Administration

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

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

2.033 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor’s website, even if the Contractor’s documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Contractor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the “FOIA”).

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this

Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract,.

2.044 INVOICING AND PAYMENT – IN GENERAL

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.

(c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d1) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.

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

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

2.045 PRO-RATION

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

2.046 ANTITRUST ASSIGNMENT

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

2.047 FINAL PAYMENT

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

2.048 ELECTRONIC PAYMENT REQUIREMENT

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

2.050 Taxes

2.051 EMPLOYMENT TAXES

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

2.052 SALES AND USE TAXES

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

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

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

2.062 CONTRACTOR KEY PERSONNEL

(a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

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

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

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

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

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

2.064 CONTRACTOR PERSONNEL LOCATION

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

2.065 CONTRACTOR IDENTIFICATION

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

2.066 COOPERATION WITH THIRD PARTIES

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

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

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

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

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

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

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

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

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

The Contractor shall select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.
Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, “Confidential Information” of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. “Confidential Information” of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party’s Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State’s Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, each party must certify to the other party that it has destroyed all Confidential Information owned by such other party.

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the

Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount shall be due as a payment within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 WARRANTY OF MERCHANTABILITY

For a period of one year from the Effective Date, Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality, shall be fit for their ordinary purpose, and shall conform to the agreed upon specifications.

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

For a period of one year from the Effective Date, when the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 WARRANTY OF TITLE

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

2.125 EQUIPMENT WARRANTY - RESERVED

2.126 EQUIPMENT TO BE NEW - RESERVED

2.127 OTHER WARRANTIES DISCLAIMED

Except as expressly set forth herein, Accela disclaims any and all express and implied warranties

2.128 CONSEQUENCES FOR BREACH

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

2.130 Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.
See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

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

☑ 2.

If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law. Contractor does not own fleet vehicles and therefore is not required to provide "any auto" coverages. If during the term of this agreement Contractor acquires one or more fleet vehicles, Contractor will provide certificates to the State confirming that it has also acquired vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

☑ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to DTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that policy provisions afford named insured a 30-day notice of cancellation. Policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget, by Contractor. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its sub Contractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a “Notice of Election”). After notifying Contractor of a claim and before the State receiving Contractor’s Notice of Election, the State is entitled to defend against the claim, at the Contractor’s expense, and the Contractor shall be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor’s financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State’s receipt of Contractor’s information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor’s financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer’s attorney represents the State under this Section, the insurer’s attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys’ fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in the proposed new Web's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor shall provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed (180) days. These efforts must include, but are not limited to, those listed in **Section 2.150.**

2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or Contractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or Contractors. Contractor shall notify all of Contractor's Subcontractors of procedures to be followed during transition.

2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor shall provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor shall deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 CONTRACTOR SOFTWARE TRANSITION

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 TRANSITION PAYMENTS

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor shall be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor shall prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.
(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section**.**

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.

(3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, shall issue a written opinion regarding the issue(s) in

dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its Subcontractors, their Subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general Contractors, prime Contractors, project managers, trade Contractors, and all of their Contractors or Subcontractors and persons in privity of contract with them.

The Contractor, its Subcontractors, their Subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or $500,000 whichever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or

(b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
   - (1) Contractor and its Subcontractors shall be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
   - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor shall make the following notifications in writing:
   - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB Purchasing Operations.

(2) Contractor shall also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor shall also notify DTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all Subcontractors involved in the performance of this Contract providing call or contact center services to the State shall, upon caller request, disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;
(b) an involuntary petition is filed against the Contractor and not removed within 30 days;
(c the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor shall fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 TIME OF PERFORMANCE

(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
(b) Without limiting the generality of **Section 2.241,** Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State’s failure. Contractor shall not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT - RESERVED

2.243 LIQUIDATED DAMAGES - RESERVED

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers’ failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor shall not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors shall not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

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

Prior to delivering any Deliverable to the State, Contractor shall first perform all required quality assurance activities. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the

State’s review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

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

2.252 CONTRACTOR SYSTEM TESTING

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

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

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Written Deliverables require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

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

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

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

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

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

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

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

2.255 RESERVED

2.256 FINAL ACCEPTANCE

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

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE - RESERVED

2.262 VESTING OF RIGHTS - RESERVED

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor shall not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor shall not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

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

2.264 OWNERSHIP OF MATERIALS

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

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor shall adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

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

2.280 Extended Purchasing

2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY

Public Act 431 of 1984 permits DTMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: www.michigan.gov/buymichiganfirst. Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor shall supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

2.282 STATE EMPLOYEE PURCHASES

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor shall supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor shall send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

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

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

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

(a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State’s convenience.

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

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

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

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

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

2.300 Deliverables - RESERVED

2.301 SOFTWARE - RESERVED

2.302 HARDWARE - RESERVED

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

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

2.312 NO SURREPTITIOUS CODE WARRANTY

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

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

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

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

2.313 CALENDAR WARRANTY

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

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

2.314 THIRD-PARTY SOFTWARE WARRANTY

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

2.315 PHYSICAL MEDIA WARRANTY - RESERVED

2.320 Software Licensing - RESERVED

2.330 Source Code Escrow

The State is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Contractor-licensed software; the State is not entitled to receive source code for said software except pursuant to a separate escrow agreement, which may be executed by the parties.

2.331 DEFINITION - RESERVED

2.332 DELIVERY OF SOURCE CODE INTO ESCROW - RESERVED

2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW - RESERVED

2.334 VERIFICATION - RESERVED

2.335 ESCROW FEES - RESERVED

2.336 RELEASE EVENTS - RESERVED

2.337 RELEASE EVENT PROCEDURES - RESERVED

2.338 LICENSE - RESERVED

2.339 DERIVATIVE WORKS - RESERVED

Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through

	5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
LARA	Department of Licensing and Regulatory Affairs
BCC	Bureau of Construction Codes
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Appendix A – General and Technical Requirements

The requirements identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, and interfaces. Technical requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

The Bidder must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor shall fully provide all aspects of the requirement and that they will be incorporated into the new system.

a. Each requirement and enhancement must be acknowledged individually.
b. The column "Priority" indicates if the item is required (R) or optional (O).
    a. In the pricing proposal, the Bidder will indicate the specific cost of providing optional features if said feature is not already included in the base COTS solution. As such, optional features may or may not be included in the final, negotiated solution.
c. The column "Yes or No" indicates whether the Contractor agrees (Y=Yes), or not (N=No) to be compliant with the following listed requirements and enhancements. (M=Modifiable) can be modified to meet the requirement.
d. The comments column allows the Bidder to provide any additional comments that will assist the State in evaluating the Bidder's capability to provide the requested services in compliance with identified requirements.
e. Comments are welcome even when the Bidder expects to be fully compliant with the requirement.

•

#	Detailed Requirements	R/O	Y/N/M	Comments
B1	**Architecture:** Must be a web-based application (on-line permitting)	R	**Y**	Accela Automation is a fully web-based enterprise application COTS system. End users can simply access Accela Automation from any browser. Accela Citizen Access allows citizens to do business with the State seamlessly through a web-based portal, including making payments and applying for permits online amongst many other features.
B2	**Browser Portability:** Must provide browser portability (i.e. Internet Explorer, Mozilla, Firefox, Safari & Opera,Chrome)	R	**Y**	Accela Automation is certified for Microsoft Internet Explorer 7.x and 8.x or higher for optimal system results. Accela Citizen Access Supports Internet Explorer 7.x and 8.x or higher as well as Firefox 3.x, and Safari 3.x or 4.
B3	**Wireless Connectivity:** Must provide mobile (off-line) functionality (Tablet PC/Laptop PC/Hand Held Devices) when users are unable to acquire network connectivity	R	**Y**	Accela Mobile Office enables field-based personnel to capture, store, update, manipulate, analyze, and display geographic information for real-time land management activities. Accela Mobile Office runs on a wide variety of platforms including Windows XP, Windows Vista and Windows 7, and is optimized for touch screen devices, making it compatible with many mobile devices including smartphones, Tablet PCs and laptops. It is the only mobile office solution in the industry that is Intel and Cisco certified for data optimization from field to back office. Accela Mobile Office has full online and offline functionality, and can operate independently of internet connection. It can operate in wireless environments, transmitting field information and data in real-time. Alternatively, it can operate offline and in a store and forward mode where data captured is uploaded upon reconnection to a wireless network or upon return to the office.
B4	**Addressing:** Does your	O	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	solution provide ability to show temporary and retired addresses associated with permits (history with comments explaining reasons for change?			
B5	**Accessibility:** Must provide "Section 508 accessibility standards"	R	**Y**	
B6	**Workflow modeling:** Must allow the ability to utilize workflow-modeling function to configure (modify) rules, tasks, checklists, approvers, and other system functions	R	**Y**	
B7	**Paperless intake:** Must provide electronic intake for applications and plans, electronic plan review with mark-up, routing, tracking, and permit issuance	R	**Y**	Accela Automation's new Electronic Document Review features providing a comprehensive enterprise project review and management system for various types of regulatory documents – plans, architectural drawings, licenses, etc. – required to be submitted in support of plan applications and renewals. Accela Automation delivers a complete end-to-end solution for tracking and managing the most critical regulatory functions – permitting, licensing, and more. It is Accela Automation's single-source plan and document review solution. This feature is designed to enable review staff to incorporate document review and markup directly into the existing Accela Automation processes that automate, organize, and track reviews. This adds end-to-end management of electronic documents assuring adherence to agency policies and codes. Electronic Document Review is a fully integrated feature within Accela Automation that leverages Adobe Acrobat X Pro to provide review and markup of documents in their native PDF format. Using this system feature, all plan reviews

#	Detailed Requirements	R/O	Y/N/M	Comments
				can be submitted, marked up, routed, tracked under an audit trail to satisfy the State's requirements for permit issuance.
B8	**Project tracking:** Must provide the ability to track project information (unique project ID) on a parent-child basis that may include multiple permits and permit types permits (i.e site/building/electrical).	R	**Y**	Accela Automation allows users to link applications using parent/child associations. Records may be cloned from one parent Record to multiple child Records. For example, a permit application might use the same owner, contact, and licensed professional information as another permit application that is already in Accela Automation. If this is the case, the user could clone the parent application information into multiple child applications. Objects are also linked using the Related Record feature of the system. Using the Related Record feature, group data collected on an existing permit application such as: fee items, workflow status, inspection types, application specific information, additional information, workflow task specific information, address, parcel, owner, licensed professional, contact, and conditions can all be copied to another existing permit application. Additionally, a group of related permits and other projects (such as a large development) can be grouped as a Project, assigned a name and a unique identification number, enabling users to easily find and view all related permits under that project heading.
B9	**Cashiering/Accounting:** Must provide the ability to keep track of fees paid, amount outstanding.	R	**Y**	In addition to providing cashiering and accounting functions as they occur, each transaction is captured under the system audit trail for complete accountability and transparency to the State's operations.
B10	**Dashboard Reporting:** Must provide dynamic reporting with executive dashboard drill down functionality	R	**Y**	The Automation consoles of Accela Automation are a zero-deploy, role-based UI paradigm that lets end users interact with their information in the ways they need to perform key business tasks.

#	Detailed Requirements	R/O	Y/N/M	Comments
				We deploy consoles via portal managers, leveraging the benefits of RSS to display information from external solutions directly in end-user consoles providing for end-user personalization. Administrators can allow end users to personalize their consoles, such that end users can rearrange portlets, remove and add portlets, create and save personalized frequently used data queries, and customize data columns that they want to see. Both end users and administrators utilize the 'My' philosophy to the console, wherein end users see only the data they need to do their jobs, not extraneous data that distracts and prevents end users from quickly performing key business tasks. On screen ticklers, alerts, and other special messages can be configured and customized through various system features. Reports can also be generated and used to present this information to administrators and relevant others. This system feature provides executives and others with real-time information that can be readily accessed in the system.
B11	**Testing:** Your implementation team must conduct unit and testing prior to customer UAT	R	**Y**	Contractor's proposed implementation methodology will follow this prescription.
B12	**Training Documentation:** Must provide a training program with detailed end-user training documentation that can be handed off to State. The program will include a standard technical and user manual, specific user training, train the trainer and levels of training based on user roles.	R	**M**	Contractor's proposed implementation provides end user training and the applicable documentation. Although we have not proposed train-the-trainer nor training based on user roles, those are optional items that we can discuss in finalizing the Statement of Work.

#	Detailed Requirements	R/O	Y/N/M	Comments
B13	**Maintenance & Support:** Must be able to provide functional and technical support (phone/e-mail/on-line) during normal business hours (Mon-Fri 7 am - 6 pm EST)	R	**Y**	
B14	Must provide customers the ability to apply for permits, submit and check status of plans, request and check fees assessed/paid/outstanding, status of inspections, and etc. on-line (7x24).	R	**Y**	Accela Citizen Access extends government services to the public 24 hours a day, through a self-service web portal. Citizens, Contractors, and other external parties can interact with government data online, eliminating the need for counter operations. This add-on module enables truly transparent government operations where Accela Automation customers determine what processes, information, and activities are exposed to the public. Among the many citizen privileges available on using this add-on module, external users can: ➢ Submit complaints ➢ Submit requests for service ➢ View results of requests ➢ Upload photographs ➢ View system generated alerts and notifications ➢ Apply for permits ➢ Check status of permits ➢ View request data on maps ➢ Search addresses/parcel information ➢ Access government reports
B15	Must provide the ability to perform real-time mobile data collection and transmission online or via a data check-out/check-in with data validation.	R	**Y**	Accela Mobile Office enables field-based personnel to capture, store, update, manipulate, analyze, and display geographic information for real-time land management activities. This module enables organizations to speed up analysis and decision making by using up-to-date, accurate spatial data. Built using Microsoft Windows Presentation

#	Detailed Requirements	R/O	Y/N/M	Comments
				Foundation (WPF) framework, this add-on module is a smart client application.
B16	Must provide the ability to access data from any RDBMS database associated with the Solution via web services, XML.	R	**Y**	
B17	Must provide historical versioning (time stamp/user) of any data changed along with on-demand display of historical data.	R	**Y**	The system workflow provides the ability to provide a historical record of all tasks and activities providing the date, time, status, end user ID, and other elements. Changes performed by authorized users are also recorded to augment the record. Similar historical versioning exists for all fees and financial transactions.
B18	Must require customer account information to gain system access.	R	**Y**	The State may configure the requirement that all customers must first be registered prior to conducting activities on Accela Citizen Access, the system web portal.
B19	Ability to collect electronic signatures	O	**Y**	
B20	Ability to receive - scan paper documents and attach/link to a record	O	**Y**	While the ability exists to link any type of electronic document to a record, that document or file must first exist in an electronic format. The scanning of documents to put them into an electronic format must be accomplished outside the system before the document can be received and linked/attached. Alternatively, high speed scanners may assist this process by eliminating the manual attachment activity. No pricing has been included to account for the scanning portion of this requirement.
	Total number of required/optional requirements	17/3	**NA**	NA

- **Security and Identity Management**

#	Detailed Requirements	R/O	Y/N/M	Comments
SI1	Must use secure (https/SSL) verification using at a minimum a username and password for (using State's single sign-on) and external users.	R	**Y**	
SI2	Must assign role based security (Active Directory) privileges that is granular enough to lock specified fields. Access for groups/roles to be specified in implementation increments.	R	**Y**	Accela Automation can be configured to limit field access to the User Group level. The application leverages our own internal security policies and rules engine for enforcement. Active Directory roles are not supported.
SI3	Must provide the ability to identify who is logged in to the application and database and to terminate sessions.	R	**Y**	
SI4	Must provide the ability to add, change, and update all fields that appear online based on role level security and via a user interface.	R	**Y**	
SI5	Must provide application security separate from database security.	R	**Y**	Accela Automation provides a multi-level security system where the system administrator has full control on user access. This control on user access is granted based on a single user logon ID and grants that user specific rights and privileges to the system. Accela Automation also allows you to set up groups or roles and set security based on those such as read only, update or no access. Our security goes beyond this setup at the module level and goes to the functional level, allowing you to set security down to a certain function.

#	Detailed Requirements	R/O	Y/N/M	Comments
SI6	Must provide the ability for security at the field level and allow users to specify, via reference tables, the fields requiring security and allowable values. Identify other levels at which access can be controlled (Server, RDBMS, Organization, Role/Function, Menu, etc.).	R	**Y**	Accela Automation can be configured to limit field access to the User Group level. Enforcement of field level security is done within the application using business logic built into the application. The application can be configured to limit which fields are viewable or editable by specific User Groups, which fields are required for a specific operation by a specific User Group and several other functions. RDBMS users and roles are not used in field level security features of Accela Automation.
SI7	Must provide the ability to list sensitive data viewing history based on user ID and provide an audit trail when individuals view sensitive information.	R	**N**	Role based security only allows users to view data that they are allowed or authorized to view. No differentiation is made between sensitive or non-sensitive data. No audit trail or tracking accordingly.
SI8	Must provide the ability to encrypt password at the database, user interface, and application level (administrator and non-active directory accounts).	R	**Y**	
SI9	Must provide the ability to configure and notify users of session timeouts.	R	**Y**	
SI10	Customers must be able to update users profile page on-line including ability to Select / identify /attach licenses.	R	**Y**	
SI11	Must allow online registration and password resets to create user account.	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
SI12	Must provide a customizable splash page where BCC can add / modify our logo, department name, bureau name, and language for disclaimers and requirements as appropriate.	R	**Y**	
SI13	Must include all the features for an individual to maintain an account including login, passwords, e-mail and password management (new/reset password)	R	**Y**	
SI14	Must allow the ability to associate additional Contractor licenses and disassociate existing licenses as applicable	R	**Y**	
SI15	Must collect contact information for each user to enable multiple channels of communication if problems or issues arise w/account (email, office & cell phone, fax and mailing address).	R	**Y**	
SI16	Must verify if customer has permission to attach license to his/her profile.	R	**Y**	Agency has the right to view and approve the attachment to a user profile but this requires manual intervention.
SI17	Must restrict scope of work from a list of valid licenses (verified by the solution).	O	**Y**	
SI18	Should provide ability to identify and populate company affiliation contact information.	O	**Y**	Once the selection has been visually verified, the solution will auto-populate this information.
	Total number of required/optional requirements	16/2	**NA**	NA

Appendix B – Functional Requirements

The requirements identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, and interfaces. Technical requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

The Bidder must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor shall fully provide all aspects of the requirement and that they will be incorporated into the new system.

f. Each requirement and enhancement must be acknowledged individually.
g. The column "Priority" indicates if the item is required (R) or optional (O).
    a. In the pricing proposal, the Bidder will indicate the specific cost of providing optional features if said feature is not already included in the base COTS solution. As such, optional features may or may not be included in the final, negotiated solution.
h. The column "Yes or No" indicates whether the Contractor agrees (Y=Yes), or not (N=No) to be compliant with the following listed requirements and enhancements. (M=Modifiable) can be modified to meet the requirement.
i. The comments column allows the Bidder to provide any additional comments that will assist the State in evaluating the Bidder's capability to provide the requested services in compliance with identified requirements.
j. Comments are welcome even when the Bidder expects to be fully compliant with the requirement.

- **Plan Review Functional Requirements**

#	Detailed Requirements	R/O	Y/N/M	Comments
PR1	Must assign each Project with a unique project ID to relate plan review, permitting, inspection phases, etc.	R	**Y**	
PR2	Must be able to assign jobs to project coordinator by code discipline.	R	**Y**	Additionally, the solution allows for this assignment to be automatically determined based on many factors.
PR3	Must provide automatic time & date stamp of submittal.	R	**Y**	This requirement is inherently supported by the Accela Automation system.
PR4	Must provide automatic email notification of approval to generic division mailbox- identifying scope of work.	R	**Y**	Emails and their designated recipients may be preconfigured so that upon the selection of a status, entry of information, and other factors, the email notification may be automatically sent.
PR5	Must conduct data check for “critical” fields for inconsistencies (i.e. address, owner, building name, location, etc.)	R	**Y**	Required fields may be configured for those fields and additionally if these fields only have certain choices, these selections may be configured as part of a drop down list.
PR6	Must automatically add items to the conditions for a CO or TCO (as appropriate) when requirements are deferred to plan review.	O	**Y**	Configuration of the system scripting tool will fulfill this requirement.
PR7	Must be able to cross-reference Public School Site Plans and Building plans and building address if separate package for Site Plan.	R	**Y**	
PR8	Must be able to assign a new project # for existing project and maintain project history.	R	**N**	
PR9	Must provide ability to view all development projects and identify/assign other reviewers.	R	**Y**	
PR10	Must provide ability to automatically flag projects if inactive after a certain	R	**Y**	The pre-configuration of the system scripting tool will allow for inactivity to be flagged after a State-designated period.

#	Detailed Requirements	R/O	Y/N/M	Comments
	period time.			
PR11	Must allow customers to submit plans on-line for review.	R	**Y**	This functionality is supported by allowing applicants and others to submit plans and other supporting information to the State through the system web portal.
PR12	Must allow customer to select submittal type from drop-down menu for proper workflow routing (i.e. Public School Site/Building /Mechanical / Electrical / Plumbing / Barrier Free Exception / Manufactured Housing Development / Compliance Assurance for Premanufactured Homes, Fire Alarm, Sprinkler, replace water heater)	R	**Y**	
PR13	Must determine if plans are required to prompt applicant to upload plans (if required).	R	**Y**	Checklists and other rules may be enforced for customers, applicants and others on Accela Citizen Access, the online system web portal.
PR14	Must capture if the submittal is an original or a modification through a drop-down menu.	R	**Y**	
PR15	Must accept PDF format.	R	**Y**	Documents of any file structure may be submitted. The State has the ability to set limits on file sizes and to determine acceptable file types.
PR16	Must provide confirmation to customer upon successful uploading of individual documents.	R	**Y**	
PR17	Must provide notification to staff upon receipt of planning documents.	R	**Y**	This requirement may be configured so that upon acknowledging receipt of documents, the workflow will automatically trigger emails to any internal or external parties.
PR18	Document file names must follow BCC provided sheet numbering and sheet (drawing) title scheme.	O	**Y**	This requirement can be met by system configuration according to the State's business rules.

#	Detailed Requirements	R/O	Y/N/M	Comments
PR19	Should pre-populate customer defined fields based on previous input data.	O	**Y**	
PR20	Must provide a compiled list of plans in queue in date order of date submitted.	R	**Y**	This information is maintained at the record level. However, if the intent that this occur across multiple records, generation of a report is required.
PR21	Must notify reviewers if and what types/categories of changes have been made to revised plans, etc.	R	**Y**	
PR22	Must provide ability for supervisor / manager of a Review Team to assign and override assignment of specific documents for review.	R	**Y**	Configuration and the security assigned to end users are both elements to enable satisfaction of this requirement.
PR23	Must provide ability to review other reviewers' comments, annotate and redact on the electronic plans without modifying/revising the plan. (i.e. Building can add comments for Building, Mechanical can add comments for Mechanical, etc., but Building cannot add comments for Mechanical, etc.)	R	**Y**	Comments made as part of the workflow element of the solution are permanently saved to preserve accountability and transparency to State operations. Comments can be added by authorized staff but the original comments made by others will remain under the audit trail. Workflow assignment can establish who can make comments and when to preserve the integrity of comments to pertain to those departments that are entitled to make them.
PR24	Must allow multiple reviewers to access submitted plans simultaneously. Only one user should be able to revise a document at a time (check-out/lockout with User-ID tracking and version history).	R	**Y**	Accela Electronic Document Review features allow multiple reviewers to retrieve the same document for review and markup purposes. Security permissions restrict access to individual documents and to the markup capabilities in general. Through the seamless integration with Adobe Acrobat X Pro, multiple reviewers can revise documents and then easily update their view to see comments from other reviewers. For this reason, not check out or lock out features are required to manage multiple reviewers or to create multiple review versions.
PR25	Must be able to scan	R	**N**	Scanning must be accomplished by

#	Detailed Requirements	R/O	Y/N/M	Comments
	multiple sizes of document up to 24x36.			external third party systems designed for this purpose. However, once a document exists in a PDF or other electronic file format, it may be attached or linked to a record in the system. High speed scanners may automatically diminish the need for a manual attachment and work in conjunction with a third party document imaging system.
PR26	Allowing applicant to submit revised plans and notify reviewers of changes for resubmittals only.	O	**Y**	Task owner assignment in the workflow can determine which reviewer(s) receives the task submitted. An email can also be configured to trigger notification.
PR27	Must provide the following notification functions: a. Reviewer comments and plan annotations must be attached to protected project files (read only). b. Project Coordinator consolidation of all review comments. c. Notification of review completion must be submitted to Project Coordinator and customer – including reviewer contact information, review comments and response required.	R	**Y**	
PR28	Must provide ability for reviewers to verify and sign off on requirements.	R	**Y**	
PR29	Must store complete history and current status of requirements submitted to customer.	R	**Y**	The system acts to support all transactions and other activities providing the State with a complete history of what occurred when and involving whom.
PR30	Must enable secure public access to the Bureau-approved set of e-Plans (quite possibly a folder containing compilation of drawing files with varying digital-certificate-of-	R	**Y**	Customer is able to see the approved documents or any documents rejected and require corrections based on what the State uploads to the portal. The State also has the ability to secure documents by document type (e.g. not expose to view).

#	Detailed Requirements	R/O	Y/N/M	Comments
	authentication dates) for retrieval and print by the customer.			
PR31	Must store approved plans for minimum time required by the State of Michigan's approved retention schedule.	R	Y	
PR32	Must provide automatic file backup solution with daily, incremental backup.	R	Y	
PR33	Must provide ability to access archived documents (view/print).	R	Y	The assignment of roles/privileges enables this access.
PR34	Type of project (installation, alteration, repair, reconstruction, etc.)	R	Y	This categorization can be easily established by how the record is initially configured for subsequent selection by the end user.
PR35	General description of project a. Number of stories / units b. Area c. Type of Construction d. Permit Date e. Effective Code	R	Y	Fields including text boxes exist and can be configured to allow for the entry of this and other information.
PR36	Date of submittal	R	Y	This date is actually tracked as part of the workflow functionality.
PR37	Description of submittal	R	Y	
PR38	Estimated cost	R	Y	
PR39	Attached files associated with submittal	R	Y	Any file type or document can be submitted with the initiation of the submittal or at anytime thereafter – all determined by the State's business rules.
PR40	Entity who took action (i.e. reviewer staff name)	R	Y	Typically, the entity is tracked as part of the standard workflow functionality for every configured workflow task for every permit or other record type.

#	Detailed Requirements	R/O	Y/N/M	Comments
PR41	Date of action	R	**Y**	Typically, the date the action takes place is tracked as part of the standard workflow functionality for every configured workflow task for every permit or other record type.
PR42	Review comments	R	**Y**	Every workflow task offers the end user the ability to add comments to his/her workflow task.
PR43	Location	R	**Y**	
PR44	Must make requirements submitted to customer available on a customer dashboard available 24/7 - Status (e.g., pending review, disapproved, subject to review comments and field inspection, approved subject comment, closed, out of jurisdiction, approved, under review, etc.)	R	**Y**	This information regarding all workflow tasks is easily visible on the Workflow Summary screen on the publicly facing web portal.
PR45	Drawings – project specific	R	**Y**	
PR46	Review Details – project specific	R	**Y**	
	Total number of required/optional requirements	41/5	**NA**	NA

2 Permit Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
P1	Must have ability to reject a permit application if outside state jurisdiction.	R	**Y**	
P2	Must allow customers to apply for permits online.	R	**Y**	
P3	Must ensure that the applicant has the required qualifications to perform the work they request by linking Permitting and Licensing functionality.	R	**Y**	System configuration can establish the needed prerequisites.
P4	Must have Administrative capability to override required qualifications when processing permits in the permit office, i.e. Mobile home installers, water treatment installers, data communication installers, Mechanical Contractor with qualification exceptions etc.	R	**Y**	
P5	Must confirm if license is current and valid for requested permit / scope of work (i.e. plumber or sewer Contractor license required for Permits, etc.).	R	**Y**	Configuration can stop or otherwise amend workflow progress if prerequisites are not met (e.g. meet the State's business rules).
P6	Must verify customer site description and owner information before a permit can be issued.	O	**Y**	System configuration can establish the needed prerequisites.
P7	Must provide drop-down, check box options and the ability to manually enter additional work for customers to select the scope of work they are permitted to perform with a comments field for any additional details an inspector might need.	O	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
P8	Must provide shopping cart option so customers are able to apply for and receive multiple permits during one user session (i.e. – different permits for different addresses).	R	**Y**	
P9	Must generate unique or manually enter permit numbers that follow the Bureau's permit numbering sequence and standards (ability to customize prefix).	R	**Y**	
P10	Must track and manage all permit types.	R	**Y**	Any permit type that now exists or will exist in the future at the State can be configured, tracked and managed with this solution.
P11	Must be able to lock permits for editing once issued. Any subsequent changes must go through a defined and controlled change process, i.e. Boiler Repair permit, R1 Repair form. a. Required fields (auto locked) for information about the property; owner, owner address, building construction type, presence of building fire sprinkler system, building height, number of building levels, effective code at time of and, construction)	R	**Y**	
P12	Must prevent the issuance of a dependent permit until the primary permit or Plan Review has been issued / approved (if multiple permits are required for a project and one type of permit cannot be issued before another has been issued).	R	**Y**	Configuration of the system scripting tool will allow for satisfaction of this requirement as stated.

#	Detailed Requirements	R/O	Y/N/M	Comments
P13	Must provide ability to track parent-child information on projects that contain multiple permits and types (building, electrical plumbing, etc.)	R	**Y**	All parent-child relationships and information is enabled and tracked in Accela Automation providing end users with a complete history of all previous transactions and records.
P14	Must be able to generate a downloadable PDF copy of permits after the permit has been approved and paid.	R	**Y**	
P15	Must track permit expirations, renewals and associated licenses and fees.	R	**Y**	
P16	Must provide ability to add/delete/modify /apply project holds as needed and prevent permit issuance until all appropriate conditions are met.	R	**Y**	Project holds can be manually applied or automatically induced to abide by the State's business rules.
P17	Must be able to tie all permits issued for a specific project.	R	**Y**	This requirement is satisfied by the system functionality of allowing one or more record types to be associated or linked to any other record type.
P18	Must identify permit approver through a valid login.	R	**Y**	This applies to all internal system users and can also be enforced for all users having access through Accela Citizen Access.
P19	Must provide ability to automatically generate the necessary notices (i.e. notices to the applicant) and determine the geographical requirements for these notices (i.e. setbacks, preservation requirements, job cards, permit documents and any other related information.)	R	**Y**	Satisfaction of this requirement may involve GIS or other parameters that the scripting tool offers.
P20	Must provide ability to monitor the expiration of permits and notify the applicant via e-mail.	R	**Y**	This requirement may be accomplished manually or by automatic email notification.

#	Detailed Requirements	R/O	Y/N/M	Comments
P21	Address – relatively constant; some attributes can change over time.	R	**Y**	
P22	License / Permit / Project Details – project specific Scope, Dates, Classification, Activities	R	**Y**	
P23	Contractor information (Project specific – i.e. company name, address, contact information, licenses, etc.)	R	**Y**	
P24	Drawings-project specific	O	**Y**	
P25	Review Details-project specific (i.e. Request for variance)	O	**Y**	
P26	Required Approvals/Authorizations– project specific	R	**Y**	
P27	Environmental Control Approvals – ˜ Zoning ˜ Fire District ˜ Pollution Control ˜ Noise Control ˜ Soil Erosion ˜ Flood Zone ˜ Water Supply ˜ Septic System ˜ Variance Granted ˜ Other	R	**Y**	
P28	Use Details - ˜ Number of Stories ˜ Use Group ˜ Construction Type ˜ Number of Occupants ˜ Square footage calculations, per floor	R	**Y**	
P29	Characteristics of Building - ˜ Principal type of frame ˜ Principal type of heating ˜ Type of sewage disposal ˜ Type of water supply ˜ Type of mechanical	R	**Y**	
P30	Proposed use of building (Residential or Non residential)	R	**Y**	
P31	Project specific permit fees and payment details.	R	**Y**	The system is designed so that specific fees can be assessed, calculated and

#	Detailed Requirements	R/O	Y/N/M	Comments
				made collectible according to the State's business rules.
P32	Must maintain permit history. i.e. Address, Violations, email, change of Status, Notes, fees, Holds with description of hold, equipment item, entered by.	R	**Y**	
P33	Must have ability to generate all manual holds / descriptions.	R	**Y**	
P34	Must be able to assign update inspector's area based on County, Township, City, ZIP codes or Boiler type.	R	**Y**	Assignment may be made manually or automatically based on a number of factors. Assignment may also be made by these two factors.
	Total number of required/optional requirements	30/4	**NA**	NA

3 Inspection Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
I1	Must provide ability to request inspections on-line, via phone, or e-mail. Inspector must confirm inspection prior to web scheduled date/time. Once confirmed by, time must be blocked to eliminate over scheduling.	O	**Y**	Assuming that the phone inspection is being called into a State person (and not implying use of an IVR system), all of the elements of this requirement are met by the Accela Automation system. Once an inspection has been scheduled (through the web portal) or assigned by staff, the inspection availability time for that inspection will not appear as available.
I2	Must have the ability to request an inspection by phone for the inspector to schedule the inspection. Approximate inspection times should be viewable by the permit holder.	R	**Y**	The solution can also eliminate the call since all available inspections will be made available on the web portal for selection should the end user access the system from this portal.
I3	Must have the ability to view the permit issued by the Solution.	R	**Y**	
I4	Must be flexible to handle inspections that are prepaid (included in permit fee), purchased prior to inspection (separate fee) and invoiced (calculated based on work performed).	R	**Y**	
I5	Must reflect fees paid and payment due for specific inspections (i.e. re-inspection, stop work order, and after hours inspections).	R	**Y**	
I6	Must define and show dependencies among the required inspections identified for a project.	R	**Y**	The system is configurable to show inspections.
I7	Must provide electronic distribution of related permit(s) and plan(s).	O	**Y**	
I8	Should not allow acceptance inspection if permit not issued.	O	**Y**	The system workflow is designed to be configured to enable prerequisites to determine whether or not subsequent processes can be enabled.

#	Detailed Requirements	R/O	Y/N/M	Comments
I9	Must be able to assign or update inspector's area based on County, Township, City, ZIP codes or Boiler type.	R	**Y**	
I10	Must provide ability to create a work queue based on inspection approval dates.	R	**Y**	This requirement is satisfied by workflow tasks driven by specific scripting of the State's business rules.
I11	Must have the ability to create inspection tasks based on the lifecycle of the project.	R	**Y**	Tasks may be configured based on previous history.
I12	Must provide a mechanism for communicating the estimated time of arrival determined by the Inspector via posting to the web, e-mail. Initial inspection or delayed from estimated time frame.	O	**N**	
I13	Must provide inspector with ability to view/plot a list of daily assigned inspections and their locations on a map.	R	**Y**	Requires GIS and the Accela GIS interface module.
I14	Must provide ability to manually select an inspector caseload; and up to 3 additional inspector's caseload.	R	**Y**	The system allows manual inspection caseload to be determined by an authorized end user.
I15	Must be able to provide future workload estimates for managers based on accumulated projects in the development cycle.	R	**Y**	This requirement is best met by the generation of a report using the seamlessly integrated reporting tool.
I16	Must provide ability for inspectors to create ad-hoc inspections.	R	**Y**	
I17	Must provide a travel route-optimization tool showing street map level detail,	R	**Y**	When used with Accela GIS, field operations are further enhanced and a fully mobile GIS solution is enabled. Mobile

#	Detailed Requirements	R/O	Y/N/M	Comments
	locations(s).			users have access to Bing Maps and ArcGIS Server maps and data. Further, they are empowered to edit GIS data, view complete parcel and activity histories, initiate new activities from the map interface, and optimize work routes all from their mobile devices. Accela GIS capabilities are also extended to Accela Mobile office, and are available whether connected or disconnected from the network.
I18	Should post schedule to web and E-mail status to Contractor.	O		Scheduling of the inspection is posted to the applicable record on the web and the Contractor is mailed the successful inspection status.
I19	Must make inspection reports and forms available electronically in the field (able to view forms, data, schedules, reports, notifications, etc.).	R	**Y**	
I20	Must provide ability for inspectors to update/combine the scope of the inspection tasks during an inspection (while connected to network and offline, if network connectivity is not available).	R	**Y**	
I21	Must provide ability for tracking inspection task details such as floors and number of units to be inspected.	O	**Y**	User-defined fields can be generated to account for the input and tracking of any needed information.
I22	Must provide ability for permit and serial (elevator devices) inspectors to generate a document and flag inspections with a note, violation, correction notice/order for potential issues, such as conflicts in inspection results and resolution of the conflicts.	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
I23	Must be able to automate alerts to other staff within BCC to identify issues, such as non-licensure, other inspection results.	R	**Y**	Workflow notification or configuration of the scripting tool satisfies this requirement.
I24	Must provide comment field for additional inspection notes/observations to be viewed/accessible by all BCC staff.	R	**Y**	
I25	Must provide historical building / property summary sheet (i.e. bldg. type, year built, repairs, sprinkler, fire alarms, occupancy type, floor location, etc.)	R	**Y**	This information should most likely be assembled as a report can be run when needed.
I26	Must provide permit real-time data exchange with field devices (mobile device, laptop, etc.)	R	**Y**	
I27	Must have the ability to track the progress of inspection results published to the web for customers to view inspections results.	O	**Y**	This requirement is satisfied by the customer's or applicant's ability to view this information directly on the system web portal. The State can determine what information is available for web portal access and viewing by these external users.
I28	Must identify permits needed throughout the project lifecycle and must track the status and progress of inspections throughout different phases of the project.	R	**Y**	
I29	Must provide a digital Inspection card for recording completion and outcome of inspections (inspection results & violations). This shall include digital tracking of signoffs for inspections and logic for dependencies for the final inspection sign off. a. Must be able to print or	R	**N**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	email correction notices			
I30	Solution must use the coding on inspection form to indicate results such as Pass, fail, partial and corrections needed.	R	**Y**	These elements are determinable and configurable as part of the system workflow.
I31	Must track assessed and additional fees needed for special activities such as, special inspection fees and re-inspection fees.	R	**Y**	This requirement can be configured to auto-engage or be triggered by scripting or accomplished manually.
I32	Must provide ability for internal and external users to access and search for permit and inspection history by Address, Project ID, Contractor name, Permit#, License #, Elevator Serial #, etc.	R	**Y**	
I33	Must provide ability to view previous issued (paid for) permits, previous inspections results, and permit and inspection data.	R	**Y**	
I34	Building Data (Building name, year built, # floors, apartments, exits, elevators, etc.)	R	**Y**	
I35	Customer Data	R	**Y**	
I36	License Data	R	**Y**	
I37	Site / Addressing Data	R	**Y**	
I38	Inspector Data	R	**Y**	
I39	Project specific Permit / Serial /Project Fee(s) and payment details.	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
I40	Applicable plans and supporting documentation	R	**Y**	
I41	Building codes based on the date of issuance of permit	R	**Y**	
I42	Inspection findings & notes (notes field)	R	**Y**	
I43	Images captured by inspector	R	**Y**	
I44	Must have ability to capture Annual Inspection information using a checklist.	R	**Y**	
I45	Must provide pop-up if permit is in a status other than ISSUED.	R	**Y**	The convenience and easy access of the Workflow Summary screen may override this requirement. However, if this is how the State desires to complete this requirement, a script can be developed.
I46	Must have the ability to site a violation without a permit. A hardcopy must be maintained at the office.	O	**Y**	Assuming that the word “site” is a typo for the word “cite”, Accela Mobile Office has the ability for an inspector in the field to create a violation without having it associated with any permit or other case type. The information from the violation can be generated together as a report using the seamlessly integrated third party reporting tool.
I47	Must have ability to capture Premanufactured Home inspections data - Date of inspection, Manufacture (be able select from drop-down menu), Location of production facility, Travel Time (round to nearest ½ hour), Miles one way, Start Time, End Time, Unit Serial number, Box, Label, Approve (Y/N), Applied Date, Dealer, Submission number, Address, City, State.	R	**Y**	
I48	Ability to schedule inspections via client email	O	**N**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	(Outlook), and synchronize to Solutions email, scheduling tool.			
I49	Ability to capture PreLicense Inspection data for a Manufactured Housing Community for any new, altered or added on to.	R	**Y**	
I50	Must maintain current inspector numbers and issue new numbers as necessary. Must be able to separate Inspector numbers by division with a unique number or alternate solution.	R	**Y**	
I51	Must have the ability to issue a warning/flag if annual elevator inspection is being done more than 60 days early.	R	**Y**	Configuration of the scripting tool would enable triggering of the necessary notification X days in advance of the inspection.
I52	Must provide the ability for elevator inspectors to create a work queue based on inspections due by location: street address, zip code, city, or county.	R	**N**	
I53	Must provide the ability for inspectors to issue correction orders, utilizing drop downs for common code violations and a field for manual entry for corrections needed.	R	**Y**	
I54	Must provide the ability for inspectors or office personnel to comply correction orders individually or all open corrections for on a unit with one entry, this function is currently provided upon inspection entry- “All previous correction orders complied”- YES.	R	**Y**	The assumption here is that correction orders are assigned by conditions of approval and that these conditions can be signed off in multiples.

#	Detailed Requirements	R/O	Y/N/M	Comments
I55	Must be able to capture Travel Log data to include Date of inspection, Beginning and Ending Odometer, calculate Total miles for the day, calculate Miles per inspection, Destination (Job Location), City or Township, County and Travel Reason (drop-down option) and calculate the Total miles drive per month.	R	**Y**	
	Total number of required/optional requirements	46/9	**NA**	NA

4. License Examination Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
LE1	Must provide the ability to complete and submit a license examination or re-examination application via the web.	R	**Y**	
LE2	Must have the ability to verify that a duplicate examination application is being submitted.	R	**Y**	
LE3	Must provide the ability to attach documents with the application.	R	**Y**	
LE4	Must provide the ability to notify the applicant of the status of the application. (i.e. Denial, approved).	R	**Y**	While this is a supported requirement, the system also allows for this information to be directly viewed on the Workflow Summary screen on Accela Citizen Access, the system web portal.
LE5	Must provide the ability to notify the applicant of additional information required via email, and workflow notice. I.e. work history, experience.	R	**Y**	
LE6	Must have the ability to notify the applicant of scheduled times, dates, location of the examination, and the necessary examination instructions.	R	**Y**	
LE7	Must have the ability for the applicant to reply whether they have accepted declined or need to reschedule their personal examination date.	R	**Y**	
LE8	Must have the ability to assign temporary candidate number based on basic criteria. (i.e. Copper project, book assignments).	R	**N**	

#	Detailed Requirements	R/O	Y/N/M	Comments
LE9	Must have a drop down box for the mechanical classifications. Must allow for up to 15 classifications.	R	**Y**	
LE10	Must have the ability to apply for additional examinations for additional classifications after a license has already been Issued.	R	**Y**	
LE11	Must have the ability to notify the applicant that their fee has been forfeited due to non-response on their application.	R	**Y**	This can also be configured to occur automatically on the basis of the non-response.
LE12	Once the applicant has passed the examination, must have the ability to send the license application via email or mail with instructions. And assess a license fee.	R	**Y**	
#	Total number of required/optional requirements	12/0	**NA**	NA

5. License Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
L1	Must generate unique or manually enter license	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	numbers that follow the Bureau's license numbering sequence and standards (ability to customize prefix).			
L2	Must provide customer with ability to request or renew specific licenses on-line.	R	**Y**	
L3	Must have ability to make sure that Contractor has a master who is licensed and current and matches our records as the Contractor's master of record	R	**Y**	Configuration of the system scripting tool will enable satisfaction of this requirement without end user intervention.
L4	Must provide automated license expiration and renewal function.	R	**Y**	Inherent to workflow automation.
L5	Must validate licenses assigned to customer accounts before permits can be obtained for specific types of work and verify issued license status and type and only allow customers to apply for permits with issued/valid licenses.	R	**Y**	Configuration of the system scripting tool can be employed to meet this requirement.
L6	Must display license expiration dates and types for all customer licenses in customer profile.	R	**Y**	
L7	Must maintain payment history.	R	**Y**	
L8	Must notify customers if status of their license is changing (i.e. expire, suspended, additional fees, late fees, no code update, no master etc.) via e-mail and workflow notice.	R	**Y**	Workflow can be configured to trigger the automatic email notification.
L9	Must provide ability to process and manage unlimited number of licenses and registration types and allow for multiple license types to be associated to an	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	account or a project.			
L10	Must have ability to cross reference for name or social security number duplication to prevent a second license / registration number.	R	**Y**	
L11	Must have functionality for Certificate processing and maintenance for business license or individuals.	R	**Y**	
L12	Must be able to associate Contractor Licenses to Projects (with Contractor license holder's permission).	R	**Y**	
L13	Must be able to limit specific licenses for specific jobs.	R	**Y**	System configuration can establish the limits expressed by this requirement.
L14	Must provide automatic notification to examinee once applicant has passed license examination, board or commission approved.	R	**Y**	
L15	Business licenses and duration.	R	**Y**	
L16	Contractor licenses.	R	**Y**	
L17	Ability to maintain history information for License holder: a. Company name change b. Operator name change c. Master name change d. Contractor of record e. Date changes made f. Address changes g. Payments h. NSF Payments	R	**Y**	The system satisfies this requirement in addition to incorporating any other fields needed for the license holder.

#	Detailed Requirements	R/O	Y/N/M	Comments
	i. Administrative action j. Outstanding/late payments k. Reinstatements l. Email notification m. Comments n. Bond number			
L18	Must be able to calculate overdue license fees and determine if it is within the range for license reinstatement.	R	**Y**	Satisfied by workflow configuration and scripting.
L19	Must have ability to provide Notification if email is returned as non-deliverable email and be able to track.	R	**Y**	
L20	Ability to maintain primary and secondary email address option for i.e. Personal, company	R	**Y**	
L21	Have ability to have business and/or personal address. Workflow to determine required address.	R	**Y**	Satisfied by workflow configuration and scripting.
L22	When if address is a PO box, must provide physical or mailing address.	R	**Y**	Configuration can trigger the requirement for a physical or mailing address.
L23	Must have ability to determine if a Code update course has been taken, when applicable.	R	**Y**	
L24	Must provide notification to an Apprentice to apply and take the Journey plumbers exam within 5 years.	R	**Y**	
L25	Must have ability to track if an Apprentice is enrolled or completed school.	R	**Y**	
L26	Must have ability to reject an examination application, license application, license renewal if outside state jurisdiction.	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
L27	Licenses will be printed and mailed from office.	R	**Y**	
L28	Ability for office staff to change status of license based on appropriate login.	R	**Y**	
L29	Capture and track correction orders/violations.	R	**Y**	
L30	Address change for licensees to update permit address.	R	**Y**	
L31	If a plumbing Contractor and master is the same person, only one renewal should be generated and only one fee calculated. If a plumbing master and Contractor are two different people, two renewals would be issued with two separate fees.	R	**Y**	Use of the system scripting tool will enable the needed satisfaction of this requirement.
L32	Must have ability to verify Contractor / master of record license number from apprentice screen.	R	**Y**	
L33	Must have the ability log complaints against licensees. And capture Administrative action information.	R	**Y**	This requirement is fully satisfied inherently in the system. Complaints can be logged internally or externally online using the system web portal. Configuration can mimic any needed tasks or activities required to complete all tasks related to the complaint.
L34	Must have ability to prorate fees.	R	**Y**	
L35	Must have flexibility override current fees.	R	**Y**	Any such override, however, will be seen as part of the system audit trail if accomplished on a record.
L36	Must have ability to maintain Continued Education hours and dates.	R	**Y**	
L37	Must have ability to add, modify, or remove community sites.	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	Total number of required/optional requirements	37/0	**NA**	NA

6. Elevator Serial Functional Requirements

	Detailed Requirements	R/O	Y/N/M	Comments
S1	Must generate unique or manually enter serial numbers that follow the Bureau's serial numbering sequence and standards (ability to customize prefix).	R	**Y**	
S2	Must have ability to record device type and corresponding inspection schedule, SC= 24 months, P= 12 months.	R	**Y**	
S3	Must provide the ability to "code" a location as residential, commercial, state owned, or federally owned.	R	**Y**	This is most easily accomplished by configuration of a drop down text field containing these attributes.
S4	Must have the ability to record for each elevating device the system: type, manufacturer, installing Contractor, capacity, rated speed, rise in ft. & inches, # of car entrances, machine type, power type, control type, # of hoistway entrances.	R	**Y**	
S5	Must be able to record status of Elevator, i.e. APP (applied), PER (permit), ACT (active), SOS (sealed out of service).	R	**Y**	
S6	Must provide the ability for automated updates when appropriate, i.e. an installation has been inspected and the permit "finaled", when the permit status is changed to FIN (either by an inspector or by the office staff) the elevator status should automatically change from PER to ACT, when an invoice is paid status of the elevator would	R	**Y**	Enabled by the configuration of the system scripting tool.

	Detailed Requirements	R/O	Y/N/M	Comments
	change from INV to ACT.			
S7	Must provide method to record and maintain accidents report information (& create monthly report).	R	**Y**	
S8	Must have ability to record elevator safety tests; types 1-5, and the company number that performed the test/s.	R	**Y**	
S9	Must have the ability to generate unique invoice numbers.	R	**Y**	
S10	Must provide the ability to invoice for multiple elevators on one invoice with one invoice # this is currently accomplished by utilizing “account #’s”.	R	**Y**	
S11	Must provide the ability to change who is being billed per invoice. Must maintain a history of invoices/previous owners.	R	**Y**	All invoices can be saved in the system repository or in an interfaced document management system as an automatically attached document and the document can include the owner name.
S12	Must calculate inspection due dates based on type of device and last inspection date.	R	**Y**	Accomplished by configuration of the system scripting tool.
S13	Must provide the ability to “suspend” open correction orders when device location is vacant, or when the device is sealed out of service. We need these open correction orders to come off our overdue correction orders list, this is currently accomplished by changing the due date, to a future date 01/01/2050.	R	**Y**	
	Total number of required / optional requirements	13/0	**NA**	NA

7. Inspector Registration Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
RE1	Must have ability to capture all jurisdictions and identify: a. Jurisdiction name b. Type of Municipality (Drop down list- city, village, township, county) c. County municipality is located in (Drop down list of all counties) d. Address 1 & 2 e. City f. State g. Zip Code h. Phone Number i. Fax Number j. E-mail address k. Population	R	**Y**	Ability extends to definition of user-defined fields to capture any additional information.
RE2	Must have ability to capture who has authority in a given jurisdiction (local, county or state) for each discipline (Building, Electrical, Mechanical, Plumbing) and the enforcement start and end date.	R	**Y**	
RE3	Must have ability to access list of all Inspectors, Building Officials and Plan Reviewers, employed by municipality, for each discipline. List of inspectors should include: 1. First Name 2. Last Name 3. Registration Number	R	**Y**	
RE4	Must have ability to: a. Capture authority (local, county, state, no county program) for each jurisdiction within the state. b. Track enforcement	R	**Y**	Information can be captured via individual fields or within information in the system workflow.

#	Detailed Requirements	R/O	Y/N/M	Comments
	start date c. Enforcement End Date d. Initial Enforcement Date e. CCC Approval Date			
RE5	Must have ability to track and maintain Construction Board Members information for all local municipalities, including: a. First Name b. Middle Initial c. Last Name d. Date Appointed e. Appointment End Date	R	**Y**	Information of this type can be tracked and maintained as reference Contact data.
RE6	Must have ability to automatically generate an application number for: o Code Official Applications o Program Applications o Instructor Applications	R	**Y**	These applications can be configured as records with all pertinent data, fees, tasks, workflow, etc. needed for their processing.
RE7	Must have ability to capture and track action taken for code official applicants/registrants: 1. Approval Recommended 2. Approved by CCC 3. Denied 4. Returned for More Information 5. Returned-Other by date action is taken and by whom.	R	**Y**	This information is inherent to what can be configured, captured and tracked in the system workflow.

#	Detailed Requirements	R/O	Y/N/M	Comments
RE8	Must have ability to capture the following Inspector Registrant information: 1. Application type (drop down list for New Application or Add Category) 2. Applicant Prefix 3. First Name 4. Middle Initial 5. Last Name 6. Suffix 7. Social Security Number 8. Address 1 & 2 9. City 10. State 11. Zip Code 12. County of Residence 13. Phone Number 14. If Address listed is home address (check box) 15. If Application is signed (check box) 16. Disciplines applying for (check boxes) 17. Fees Required 18. Amount Received 1 19. Validation Date 20. Transaction Number 21. Amount Received 2 22. Validation 2 23. Transaction Number 2 24. Staff Assigned (drop down list) 25. Date Assigned to Staff 26. Location of File 27. Pending Notes 28. Pending Date	R	**Y**	The system meets this requirement plus the ability to capture any additional data at any time in the future by the available and extensive configuration abilities available in Accela Automation.
RE9	Must have ability to auto-fill inspector information from Code Official Master data when adding a discipline to an existing registration.	R	**Y**	This requirement can be fulfilled by the configuration of the system scripting tool.
RE10	Must have ability to automatically generate a	R	**Y**	This requirement can be fulfilled by the configuration of the system scripting tool.

#	Detailed Requirements	R/O	Y/N/M	Comments
	registration number based on Construction Code Commission approval.			
RE11	Must have ability to capture: 1. License Type (Building, Electrical, Mechanical, Plumbing) 2. License Authority (State, Local) 3. License Class (Journey, Contractor, Master) 4. License Number	R	**Y**	
RE12	Must have ability to capture: • Date of Hire • Elected Official (fill in field) • Elected Official Title (fill in field) • Elected Official Signature (check box) • Job Duties Verified (check box) • Replace Registration Number (should auto fill name-from code official master list) • Replace Registration Name (provide search field if registration number does not auto fill, from code official master list) • Replace Term Date	R	**Y**	
RE13	Must have ability to transfer Code Official Application information to Code Official Master information upon CCC approval.	R		This requirement can be fulfilled by the configuration of the system scripting tool.
RE14	Must have ability to capture notes for each related program area. (Registration, Program, Instructor, Rosters, Renewals)	R	**Y**	Notes can be input into the workflow element or in many other areas of the system.

#	Detailed Requirements	R/O	Y/N/M	Comments
RE15	Must have ability to capture status for inspector registration: 1. Active 2. Inactive 3. Provisional 4. Revoked 5. Renewal 6. Deceased	R	**Y**	
RE16	Must have ability to track registration history. 1. Payments (renewals) 2. Address change 3. Phone Number change 4. Jurisdiction changes 5. Status (dropping or adding categories) changes 6. License information changes	R	**Y**	
RE17	Must have ability to pro-rate educational hour requirements based on date that individual becomes registered in accordance with Act 54 Registration Rules.	R	**Y**	Use of the scripting tool will satisfy this requirement.
RE18	Must have ability to capture and track programs attended as part of Continuing Education Requirements. • Program number • Program title • Hours approved • Category approved for • Date Taken • Roster Number	R	**Y**	
RE19	Must have ability to capture accumulated continuing education hours and required education hours in the following categories: • Administration • Communication • Plan Review	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	• Specialty Building Official/Plan Reviewer Only • Technical Building Official/Plan Reviewer Only • Building Specialty • Building Technical • Electrical Specialty • Electrical Technical • Mechanical Specialty • Mechanical Technical • Plumbing Specialty • Plumbing Technical			
RE20	Must have ability to manually change or reset required hours with restricted access for division staff.	R	**Y**	
RE21	Must be able to capture registration cycle information: **D.** Beginning Date **E.** Ending Date **F.** Fee Amount For the entire cycle history.	R	**Y**	
RE22	Must have ability to compile a batch file of registrants that have the required continuing education hours to Renew versus those with insufficient hours.	R	**Y**	
RE23	Must have ability to compile a batch file of registrants with insufficient hours or fees after the end date of the cycle to become Inactive.	R	**Y**	Generation of a report will satisfy this requirement.
RE24	Must have ability to capture renewal information: **F.** Date Received **G.** Amount Received **H.** Date Sent **I.** Certificate print date	R	**Y**	
RE25	Must have ability to determine sufficient education hours based on	R	**Y**	Configuration of the system scripting tool will satisfy this requirement.

#	Detailed Requirements	R/O	Y/N/M	Comments
	accumulated hours vs. required hours. (Check box)			
RE26	Must have ability to prevent processing of code official renewal without: 1. Sufficient Credit Hours 2. Sufficient Fees 3. Signed application (check box to verify)	R	**Y**	Configuration of the system scripting tool will satisfy this requirement.
RE27	Must have ability to capture the following instructor information: a. Received Date b. Application Type (New or Renewal) c. Applicant Prefix d. First Name e. Middle Initial f. Last Name g. Suffix h. Social Security Number i. Address 1 j. Address 2 k. City l. State m. Zip Code n. Phone Number o. Organization Name p. Program Type (New, Renewal or No Program) q. Fee Required (Check Box) r. Fee Amount s. Amount Received 1 t. Validation Date u. Transaction Number v. Amount Received 2 w. Validation 2 x. Transaction Number 2 y. Staff Assigned (drop down list) z. Date Assigned to Staff aa. Pending Date	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	bb. Notes Field cc. Items Verified (check boxes) for Background, Certifications, Signature, Education/Training, Teaching Experience dd. Categories Applying for (check boxes): Administration, Communication, Plan Review, Building, Electrical, Mechanical, Plumbing Specialty, Building, Electrical, Mechanical, Plumbing Technical			
RE28	Must have ability to automatically generate application number for instructor applications and program applications.	R	**Y**	
RE29	Must have ability to capture and track action taken for instructors: 6. Approval Recommended 7. Approved by CCC 8. Denied 9. Returned for More Information 10. Returned-Other by date action is taken and by whom	R	**Y**	Information listed can be configured and tracked within the system workflow.
RE30	Must have ability to automatically generate instructor approval number at the time it is approved by Building division.	R	**Y**	Configuration of the system scripting tool will satisfy this requirement.
RE31	Must have ability to auto-fill information if “renewal” is selected for instructor application and keep existing approval number.	R	**Y**	Configuration of the system scripting tool will satisfy this requirement.

#	Detailed Requirements	R/O	Y/N/M	Comments
RE32	Must have ability to assign an already approved instructor to program when entering program application.	R	**Y**	
RE33	Must have ability to capture the following program application information: a. Date Received b. Program Title c. Course Study (Drop down field)- Classroom (CR), Independent Study (IS), and Internet Course (INT) d. Contact Prefix e. Contact Name f. Coordinator (check box) g. Organization h. Address 1 i. Address 2 j. City k. State l. Zip m. Phone Number n. Extension o. E-mail Address p. Conference Name q. Location r. City s. State t. Zip u. Conference Date v. Hours Requested (Administration, Communication, Plan Review, Building, Electrical, Mechanical, Plumbing Specialty, Building, Electrical, Mechanical, Plumbing Technical w. Fees Required x. Fees Received 1 y. Validation Date 1	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	z. Transaction Number 1 aa. Fees Received 2 bb. Validation Date 2 cc. Transaction Number 2 dd. Staff Assigned ee. Date Assigned ff. Pending Date gg. Notes Field hh. Verified (check boxes) for: Program Objective, Codes/Standards, Continual, Criteria, Roster Required, Attendance History, Signature, Outline			
RE34	Must have ability to automatically generate program application number	R	**Y**	
RE35	Must have ability to automatically generate program approval number at time of Building Division approval.	R	**Y**	Configuration of the system scripting tool will satisfy this requirement.
RE36	Must have ability to capture and track action taken for programs: 11. Approval Recommended 12. Approved by CCC 13. Denied 14. Returned for More Information 15. Returned-Other by date action is taken and by whom	R	**Y**	Information listed can be configured and tracked within the system workflow.
RE37	Must have ability to capture the following roster information: a. Program Number (captured in program master) and auto-fill title and approved instructor information and hours program	R	**Y**	The system meets all elements of this requirement currently except for Item D, instructor information.

#	Detailed Requirements	R/O	Y/N/M	Comments
	is approved for. b. Program Date c. Date Roster Received d. Instructor Number (captured in Instructor Master) and auto-fill Instructor Name			
RE38	Must have ability to manually change program hours with restricted access for division staff.	R	**Y**	
RE39	Must have ability to capture program attendees by registration number (captured in code official master) and auto-fill name to grant credit for attendance.	R	**Y**	
RE40	Must have ability to link roster information/program attendance to code official master data.	R	**Y**	The assumption here is that “master data” is assumed to mean the license requirement data or the individual exam.
RE41	Must have ability to delete attendees from roster (and remove credit from code official master) after it has been granted.	R	**Y**	Use of the system scripting tool satisfies this requirement.
	Total number of required/optional requirements	41/0	**NA**	NA

8. Addressing Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
A1	Must handle address validation for Site addresses located within the State's jurisdiction.	R	**Y**	Assumes consolidated single source of address information made available to the system.
A2	Must provide auto-complete functionality for addressing (i.e. like street names).	O	**N**	
A3	Must provide an address drop-down list of similar street names and numbers to select from.	R	**N**	
A4	Must return all address fields (number, direction, street name, modifier and current owner)	R	**Y**	
A5	Must provide the ability to identify all permits that have the same owners' names (or agents' names) and mailing addresses.	R	**Y**	System search capacities allow for nearly every field in the system to become a search parameter.
A6	Must provide address formats that support and conform to US Post Office addressing, international addressing and non-deliverable addresses.	O	**N**	USPS addressing standards require an interface to the external system having such data. While we can provide this interface as an option, it is not included in our separately sealed Price Proposal.
	Total number of required/optional requirements	4/2	**NA**	NA

9. Data Collection Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments

#	Detailed Requirements	R/O	Y/N/M	Comments
D1	Must support international standard date format according to ISO 8601 (YYYY:MM:DD, +hh:mm:ss, etc.).	O	**Y**	
D2	Must provide the ability to assign business rules for data entry validation rules for all entry points (manual entry, data load from external sources). The ability to add, edit, delete rules and edits as the need arises.	R	**Y**	
D3	Must provide the ability to conduct on-line collaboration, submit and identify comment by reviewer or group, version control, etc.	R	**Y**	As a true web-based and web-accessed system, Accela Automation fully supports universal access. Comments tracking is enabled when configured and accomplished as a by-product of the system workflow.
D4	Must provide the ability to perform mobile data collection on-line as well as an off-line with data synchronization.	R	**Y**	Accela Mobile Office has full online and offline functionality, and can operate independently of internet connection. It can operate in wireless environments, transmitting field information and data in real-time. Alternatively, it can operate offline and in a store and forward mode where data captured is uploaded upon reconnection to a wireless network or upon return to the office.
D5	Must store approved documents for minimum time required by the Bureau's approved retention schedule. Electronic documents of buildings shall be kept for the life of building (absolute requirement).	R	**Y**	Purging of system data is not required under Accela Automation. Documents and records may be stored for as long as the State desires or by adherence to the Bureau's retention schedule.
D6	Must maintain multiple years of data to generate necessary reports by and for any specific year via versioning.	R	**Y**	Multiple years of data may be maintained in the system as there is no requirement to offload this information. There are multiple ways of indicating versioning on such data.
	Total number of required/optional requirements	5/1	**NA**	NA

10. Workflow and Tracking Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
WT1	Must integrate with other Business Process Applications and Document Management Solutions.	O	**Y**	The solution has been interfaced with a multitude of systems over the course of Contractor's experience at over 500 government agencies and has this ability natively. No interfaces have been accounted for under this proposal other than with the IRMA, C3, and MBOS systems.
WT2	Must be able to configure business rules and workflows that mimic specific agency requirements without Contractor assistance or significant developer talent or time to make changes.	R	**Y**	Once Contractor has trained State staff as part of its implementation services, staff will have the ability to configure the system without Contractor involvement.
WT3	Must provide the ability to assign business rules within BCC for data entry validation rules for all entry points (manual entry, data load from external sources). The ability to add, edit, delete rules and edits as the need arises.	R	**Y**	
WT4	Must be able to access all project notes by unique Project-ID (i.e. exceptions to setbacks, etc.).	R	**Y**	
WT5	Customer must be informed of fees prior to payment (Solution must be able to administer flat fees and valuation based fees).	O	**Y**	The customer has the ability to view all fees prior to making payment through Accela Citizen Access, the web portal of Accela Automation.

#	Detailed Requirements	R/O	Y/N/M	Comments
WT6	Must provide the ability to audit/validate workflow steps allowing supervisor to review value, work and/or task completion status.	R	**Y**	These requirements are inherently available in the system workflow.
WT7	Must provide the ability to support staging steps for comparing and analysis of external source files before loading into application tables.	R	**N**	This is handled externally to the system.
WT8	Must provide the ability to track and view all finished documents from each queue for maintenance and tracking of statistic information.	R	**Y**	
WT9	Must provide the ability to show all open projects for an identified customer or location and all open/closed records for an identified customer, project or location.	R		The real-time status of each project, permit, license or complaint is readily available for viewing by applicant or submitter or the public via the online portal 24/7.
WT10	Must be able to view multiple projects and screens simultaneously without having to cancel one to open another or without losing data when navigating between screens.	R	**Y**	
WT11	Must provide ability to submit notifications for customer inactivity that will result in expiration of licenses, cancellation of permits (i.e. “Void Warnings”), etc.	R	**Y**	Configuration of a script can enable the change of license status as described.
	Total number of required/optional requirements	9/2	**NA**	NA

11. Fee and Calculation Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
FP1	Must provide ability to add/remove/modify any fees and re-issue an invoice if necessary.	R	**Y**	
FP2	Must be adaptable and flexible to incorporate any new fees and fee structures based on new ordinances.	R	**Y**	
FP3	Must be able to incorporate multiple formulas / algorithms for fee calculations (i.e. fees by the hour, by valuation, square footage, etc.).	R	**Y**	
FP4	Must provide ability to predefine effective dates for permit fee changes (i.e. 1/1/2010).	R	**Y**	
FP5	Must be compliant with Payment Card Industry Data Security Standard (PCI DSS).	R	**Y**	Additionally, the cashiering and fee functions in the system employ many GAAP principles.
FP6	Must be able to do online fee payment or payments at counter using the State of Michigan's payment gateway.	R	**M**	
FP7	Must allow for customer refunds or credits (processing and tracking of permit / license / serial / plan review reimbursements or credits).	R	**Y**	
FP8	Must provide automated warnings and/or holds based on delinquent accounts (i.e. expired licenses, bounced checks, partial/down payment).	R	**Y**	Warnings/holds can be enabled manually or automatically.
FP9	Must validate that full payments have been received for license applications and license renewals.	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
FP10	Must allow for partial or no payment for permit applications and invoices. (i.e. Inter Account Billings).	R	**Y**	The State has the ability to configure the appropriate payment provisions for each record type.
FP11	Must allow for printing of receipt with breakdown of fees paid.	R	**Y**	
FP12	Must be able to define account details for each transaction type (configuration and transaction detail requirement).	R	**Y**	Account details are available on screen to end users as well as available on receipts – all according to the State's business needs.
FP13	Must reconcile on-line and in house accounts.	R	**Y**	This is accomplished inherently in the system.
FP14	Must provide ability to search by transaction number.	R	**Y**	
FP15	Must provide ability to bill customer for combination of standard fees + calculated fees (i.e. overtime, Administrative Action).	R	**Y**	Customers may be sent invoices and bills accumulated from system data as invoices, letters, etc. by the integrated reporting tool.
FP16	Must provide ability to record and manage bonds/deposits as related to the permit / license process.	R	**Y**	
FP17	Must allow for multiple permits to be processed in a single order / session (shopping cart). An "order" or "payment" may contain multiple items such as permits, license renewals, late fees, re-inspection fees, and fines.	R	**Y**	
FP18	Must provide real time payment verification.	R	**Y**	
FP19	Must have ability to interface with State of Michigan cashiering system.	O	**M**	Integration between Accela Automation and the State's cashiering system (C3) has been included as part of this proposal.
FP20	Must have ability to interface with State of Michigan	R	**M**	Integration between Accela Automation and the MBOS system is one of three

#	Detailed Requirements	R/O	Y/N/M	Comments
	MBOS, Centralized Electronic Payment Authorization System			interfaces accounted for under this proposal.
FP21	Ability to capture renewal fees, late fees, examination fees, affiliation fees.	R	**Y**	
	Total number of required/optional requirements	20/1	**NA**	NA

13. Reports Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comment
R1	Must be able to configure dashboard to track key performance metrics based on predetermined service levels for each functional area.	R	**Y**	The Automation consoles of Accela deploy, role-based UI paradigm that with their information in the ways the business tasks. We deploy consoles via portal mana benefits of RSS to display informatio directly in end-user consoles providi personalization. Administrators can personalize their consoles, such tha portlets, remove and add portlets, cr personalized frequently used data q data columns that they want to see.
R2	Must provide ability for real-time monitoring of task / workflow status by location, project, functional group, date, ownership, customer/business name or any other field, as needed.	R	**Y**	This requirement is met either by vie workflow or in other user-defined fie
R3	Must provide dashboards on throughput / scorecard performance measures (i.e. projects completed by phase, permit issued, inspections conducted, review times, backlogs, trends, etc.).	R	**Y**	
R4	Must provide summary / drill down capabilities such as; trail / reporting of all system activity, including open permits, inspections, licenses, customer history etc.	R	**Y**	This information is either available in by authorized end users or through t using the integrated reporting syster
R5	Should provide ability to log and review interim decisions by reviewer group.	O	**Y**	This requirement can be satisfied by workflow element.
R6	Must be able to track time spent on all activities for each project by reviewer or functional group.	R	**Y**	Additionally, invoices can be genera sources as needed.
R7	Must have ability to print and mail licenses / certificates from Bureau's Administrative office.	R	**Y**	
R8	Must have the ability to generate examination admission cards. Admission card must be presented at the testing site.	R	**Y**	Output to a card or other non-standa on printer output ability and not the s
R9	Must have the ability to generate examination rosters.	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comment
R10	Must have the ability to generate a pass/fail report reflecting scores.	R	**Y**	
R11	Must have ability to generate an Inspector Activity Report, viewable / printed to include Name of Applicant, Address (Job location), Date of inspection, Start and End time of inspection, Activity Type, Permit number, Inspection Location (City, Township), County, Type of Inspection, Violations, Issue Notice, V Corr Note, Notes and Inspection history.	R	**Y**	Enabled through the abilities offered integrated report writer system.
R12	Must have ability to generate an Inspector Travel Log to include: unique Inspector number, Inspector name, Bureau name, Division, Vehicle unique number, From and To dates, Travel Reason, Odometer Begin, Odometer End, Total Miles for Day, Total Miles between inspections and Index Code.	R	**Y**	Enabled through the abilities offered integrated report writer system.
R13	Must have ability to generate a Premanufactured Home reports to include: Date of inspection, Manufacture (be able select from drop-down menu), Location of production facility, Travel Time (round to nearest ½ hour), Miles (one way), Start Time, End Time, Unit Serial number, Box, Label, Approve (Y/N), Applied Date, Dealer, Submission number, Address, City, State.	R	**Y**	Enabled through the abilities offered integrated report writer system.
R14	Must provide serial accident monthly report.	R	**Y**	Enabled through the abilities offered integrated report writer system.
R15	Must provide the ability to create and issue invoices; overdue invoices and Inter Account Bill invoices for state owned devices.	R	**Y**	
R16	Must provide the ability to create an inspection due report.	R	**Y**	
R17	Must provide ability to produce reports to support program, invoices due, invoices paid, invoices overdue, invoices voided, invoiced turned over to collections, inspection due report by county, zip or inspector, inspections done per inspector, per month per fiscal year, correction due report, corrections overdue report	R	**Y**	Enabled through the abilities offered integrated report writer system.

#	Detailed Requirements	R/O	Y/N/M	Comment
R18	Must be able to compile Plan Review findings in a letter to be sent via mail or email.	R	**Y**	
R19	Must have ability to generate an Annual Inspection Report to record inspections / violations.	R	**Y**	
R20	Must have ability to update Department name, Bureau name and any fixed text on all report documents.	R	**Y**	
	Total number of required/optional requirements	19/1	**NA**	NA

14. Searching Functional Requirements

#	Detailed Requirements	R/O	Y/N/M	Comments
SQ1	Must be able to search on all data and have full text search capability (PDF-files, etc.)	R	**N**	
SQ2	Must provide the ability for user defined fields such as date ranges & selected codes, within standard queries.	R	**Y**	
SQ3	Must be able to search on multiple criteria and generate ad-hoc reports on all fields and any combination of fields for a given date range (i.e. principal name, property identification/characteristics, permit types).	R	**Y**	The system search screen facilitates and aids in the setting up of search mechanisms.
SQ4	Must provide the ability to query aggregate data.	R	**Y**	
SQ5	Must provide the ability to search by secondary identifiers including, but not limited to name, mailing address, postal code, and street address.	R	**Y**	
SQ6	Must include wildcard search capabilities.	R	**Y**	
SQ7	Must provide ability to run standard and ad-hoc	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
	queries.			
SQ8	Must be able to search for a Project / permit / license / serial by the following parameters: ˜ Project Name/Title ˜ Project ID ˜ Customer Name/Login/ID ˜ Company Name ˜ Address ˜ City, State ˜ Zip ˜ Account number ˜ Customer Email / Phone Number ˜ Date range ˜ Check number, ˜ payment amount ˜ license number ˜ invoice number.	R	**Y**	
SQ9	Must provide support phonetic name lookup.	O	**N**	
SQ10	Must be able to provide summary of all permits for a specific address for a specific year.	R	**Y**	Enabled through the abilities offered by the seamlessly integrated report writer system.
SQ11	Must provide integration with GIS maps as demographic reporting option where maps would help explain the requested tabular data (demographics).	O	**Y**	This requirement is met through Accela GIS – the two-way interface module between Accela Automation and the ESRI GIS system.
SQ12	Must provide ability to create and modify standard reporting templates for each organization as applicable.	R	**Y**	
SQ13	Must be able to create and save AD-hoc reporting templates under user profiles.	R	**Y**	
SQ14	Must provide batch print function for all online permits, online renewals on demand or by pre-determined schedule.	R	**Y**	
SQ15	Must sort options for batch print / email function. (i.e. license number, zip code)	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
SQ16	Must provide the ability to embed (cut & paste) digital images in reports.	O	**N**	Not currently available as part of the standard functionality in our seamlessly integrated reporting system.
SQ17	Must provide the ability to print daily, weekly, monthly meeting and assignment schedules.	R	**Y**	Fulfilled as extracts from saved system information.
SQ18	Must provide the ability to save user-generated reports either under user profile or public.	R	**Y**	
SQ19	Must provide the ability to generate reports listing withdrawn applications and scheduling changes.	R	**Y**	Enabled through the abilities offered by the seamlessly integrated report writer system.
SQ20	Must provide the ability to produce form letters, correspondence and notices associated with all development functions.	R	**Y**	
SQ21	Must provide ability to distribute reports as e-mail attachment, electronic fax and through workflow.	R	**Y**	All elements of this requirement are inherently met with the exception of the ability to send faxes through the system. However once a file or document exists in an electronic document, it can be sent via email directly or through workflow.
SQ22	Must provide the ability to import or export data through different types of data formats: ˜ Non-editable PDF format (full text searchable). ˜ Editable format that can be exported into a spreadsheet (CSV) ˜ XML, etc.	R	**Y**	
SQ23	Should provide ability to “subscribe” to standards reports, etc.	O	**N**	This functionality is not currently available in the system.
SQ24	Must generate standard form letters, correspondence and mailing labels based on user-defined criteria. User must be able to create new form.	R	**Y**	

#	Detailed Requirements	R/O	Y/N/M	Comments
SQ25	Must provide samples of top 5 canned reports/functional area, user group, etc.	R	**Y**	We have provided the noted samples in a supplement immediately following this Appendix B.
SQ26	List the reporting writing tool your solution offers and skill sets and training report writers will need.	R	**Y**	
SQ27	Must have ability to search for code update course for specific year(s).	R	**Y**	
SQ27	Must be able to search for licensed BCC licensee by any combination of parameters: a. Company name; b. Contact name - person that works at the licensed company c. License type - mechanical, electrical, etc. d. Approved licensees within x-miles of an address. e. Licensee number f. Address g. County h. Bond number	R	**Y**	Note: This requirement has the same ID# as the one above.
SQ28	Need ability to provide an online list request for customers where they can choose from drop downs the specific information they would like, the order in which they would like it on the list and also offer pre-defined lists. Would like the system to create the list on the criteria selected, create an invoice, allow the invoice to be paid on line by the customer and then generate and e-mail them the list. in CSV, PDF, or Excel or other formats.	O	**Y**	
	Total number of required/optional requirements	23/5	**NA**	NA

Appendix C – Service Level Agreement (SLA)

The Bidder shall complete the following and indicate whether agree to be held responsible for the SLA requirements listed below. By mutual consent and in writing the SLA can be changed.

Requirement 1	**Support Response**
Description	Once operational, **Contractor shall respond to calls for system support as follows:** a. Between the hours of (a) 7 a.m. to 9 p.m., Eastern Time. The selection of options is based upon cost and finalized with the contract b. **Critical** (system outage) or **High** (major modules down, some services available) – Contractor response within 30 minutes c. **Moderate** (majority of application is up, some services down) or **Low** (Limited problem with no major disruptive ramifications) - Contractor response within 2 hours
Measurement	Total number of trouble tickets responded to, within the severity level time frame, divided by total number of tickets received.
Target Performance	No more than one failure if less than 10 tickets 90% compliance with target service level if at least 10 tickets but less than 20 tickets 95% compliance with target service level if at least 20 tickets but less than 100 tickets 99% compliance with target service level if at least 100 tickets
Period of Review	Monthly
Bidder Response	

Appendix D – Resume Templates

Résumés for these key positions must be provided with relevant skills, experience, and references provided.

It is acceptable for one person to fill multiple key positions for this project. However, a key résumé template must be completed for each key position to demonstrate that the required skills and experience are met and the proposal must demonstrate that the individual is assigned to the project for sufficient hours to meet the requirements of all roles for which they have been designated.

The SOM may evaluate such criteria as time spent by the personnel directly supporting the proposed solution, and comparable size, scope and complexity of implementations accomplished.

The Contractor must submit a Letter of Commitment for staff who will be assigned to the Contract, signed by the identified resource, stating their commitment to work for the Contractor on this project contingent on award of the bid. If the identified personnel are currently assigned to another State project the Contractor must provide a letter signed by the State Program Manager releasing the individual from the other project upon execution of the contract.

Proposed Resource Name:	
Proposed Classification:	***Project Manager***
Key Personnel:	**Yes ☒ *or* No ☐**
If resource is associated with a Subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	

<u>Bidder:</u> List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements are as follows:

Required Skills	Bidder's Response
7 years of experience application configuration and implementation of projects of similar size and scope of this Contract	**Does resource have this required skill: Yes ☐or No ☐** **Description of skills and experience:** *Example: 10 yrs. exp with (Contractor name) implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems* **Name of project(s) and year(s) experience was obtained:** *Example: Michigan Infinity Project – 1995 to 1998 Ohio Intelligence Center Project – 1998 to present*
2 years of experience in managing projects implementing the Contractor's proposed solution	**Does resource have this required skill: Yes ☐ or No ☐** **Description of skills and experience:**

	Name of project(s) and year(s) experience was obtained:
Education: Bachelor's Degree or equivalent experience	**Does resource have this required skill: Yes ☐ or No ☐** *Example: BS Degree in Computer Science – see Education information below*
Certification: Project Management Professional certification (Preferred)	**Does resource have this preferred skill: Yes ☐ or No ☐** *If yes, provide copy of certification*

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

Start Date: *date started on project*	End Date: *date rolled off project*
Client/Project: *Client, with contact information (i.e.: address, phone #s , and email address), and project name*	
Employer: *identify employer at the time of experience*	
Title/Percentage of time: *title of role on project and percentage of time spent on project*	
Description: *brief description of responsibilities for the project. Include software version*	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	*Example: Master in Engineering*	Year Completed: *1998*
Program	*Major(s) area of study: Computer Science*	
University	*(include address)Example: MSU – East Lansing, Michigan*	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	*Example: Bachelors' in Business Administration*	Year Completed: *1994*
Program	Major(s) area of study: *Example: Management*	Minor area of study: *Example: Economics*
University	*(include address) Example: Central MI University, Mt. Pleasant, MI*	

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

Technical or Professional Training

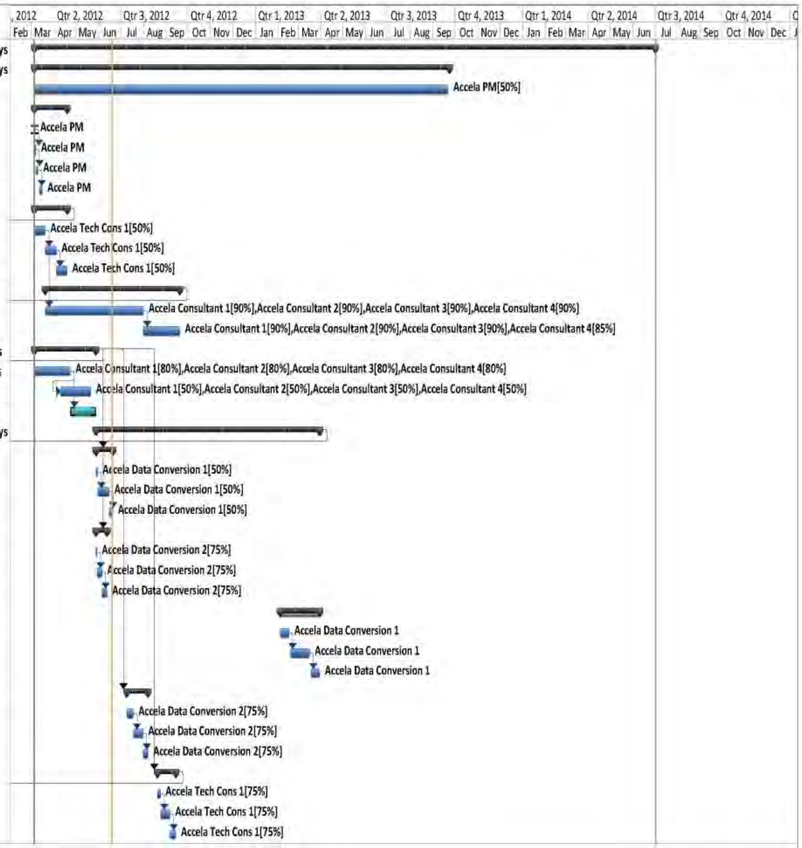
Course Name	
Topic	*(include credit hours if applicable)*
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

Appendix E – EASA RESERVED

Appendix F – Preliminary Project Plan

ID	Task Name	Duration
1	**State of MI AA Upgrade**	**606.64 days**
2	**Phase 1 - Permits Plus Upgrade and Data Conversion**	**405.33 days**
3	Project Management - Phase 1	405 days
4	**Project Initiation**	**33 days**
5	Prepare for Project Kickoff	1 day
6	Execute Project Kickoff	1 day
7	Create Project Charter	3 days
8	Create Project Plan	4 days
9	**System Setup**	**33 days**
10	Create DEV Environment	11 days
11	Create UAT Environment	11 days
12	Create Production Environment	11 days
13	**Configuration Analysis - Phase 1**	**132 days**
14	Create Configuration Analysis Documentation - P1	96 days
15	Create Use Case Documentation - P1	36 days
16	**System Configuration - Phase 1**	**60.16 days**
17	Complete System Configuration - P1	35.16 days
18	Complete Event Scripting - P1	30 days
19	Accela EDR Configuration	25 days
20	**Build**	**219.84 days**
21	**Data Conversion - APO**	**17 days**
22	Create Data Conversion Specification	2 days
23	Develop Data Conversion	12 days
24	Execute Conversion Testing	3 days
25	**Data Conversion - Licensed Professionals**	**11 days**
26	Create Data Conversion Specification	1 day
27	Develop Data Conversion	5 days
28	Execute Conversion Testing	5 days
29	**Data Conversion - Permits Plus**	**40 days**
30	Create Data Conversion Specification	10 days
31	Develop Data Conversion	20 days
32	Execute Conversion Testing	10 days
33	**Data Conversion - Inspection Data Collection**	**21 days**
34	Create Data Conversion Specification	7 days
35	Develop Data Conversion	9 days
36	Execute Conversion Testing	5 days
37	**Interface - C3 Cashiering**	**19 days**
38	Create Interface Specification	4 days
39	Develop Interface	9 days
40	Execute Interface Testing	6 days

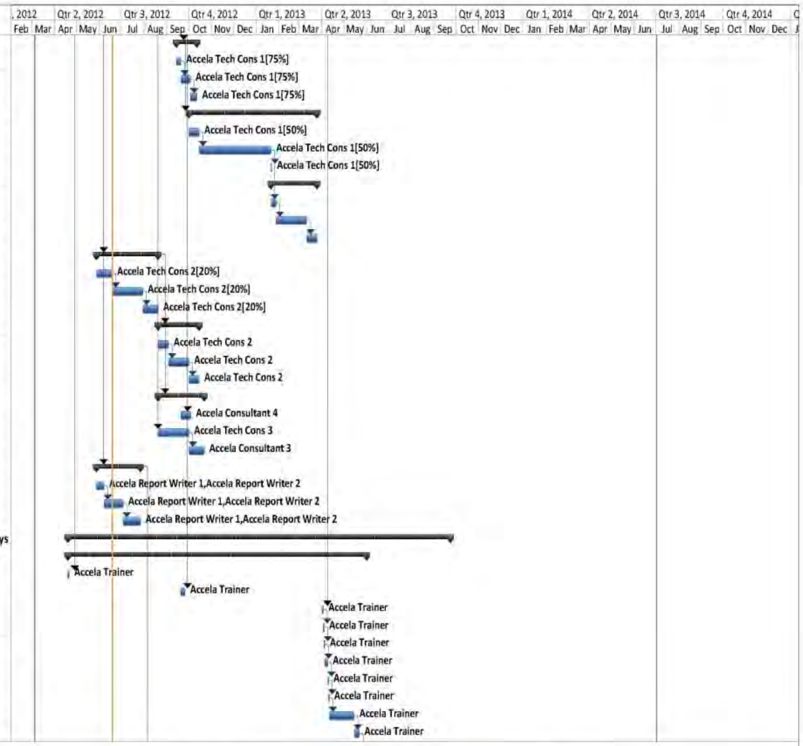


Project: State of Michigan RFP Pla
Date: Tue 6/19/12

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline			
Split	External Tasks	Inactive Summary	Manual Summary	Progress			
Milestone	External Milestone	Manual Task	Start-only				
Summary	Inactive Task	Duration-only	Finish-only				

Page 1

ID	Task Name	Duration
41	**Interface - IRMA**	**20 days**
42	Create Interface Specification	4 days
43	Develop Interface	9 days
44	Execute Interface Testing	7 days
45	**Interface - Michigan Business One Stop**	**125 days**
46	Create Interface Specification	10 days
47	Develop Interface	70 days
48	Execute Interface Testing	1 day
49	**Interface to Michigan One Stop Shopping Cart**	**45 days**
50	Create Interface Specification	5 days
51	Develop Interface	30 days
52	Execute Interface Testing	10 days
53	**Accela GIS**	**60 days**
54	Develop Accela GIS Requirements	15 days
55	Install and Configure Accela GIS	30 days
56	Execute Accela GIS Testing	15 days
57	**Accela Mobile Office**	**40 days**
58	Develop Accela Mobile Office Requirements	10 days
59	Install and Configure Accela Mobile Office	20 days
60	Execute Accela Mobile Office Testing	10 days
61	**Accela Citizen Access**	**45 days**
62	Develop Accela Citizen Access Requirements	10 days
63	Install and Configure Accela Citizen Access	30 days
64	Execute Accela Citizen Access Testing	15 days
65	**Reporting Assistance**	**44 days**
66	Create Report Specifications	8 days
67	Develop Reports	18 days
68	Execute Report Testing	18 days
69	**Readiness**	**372.33 days**
70	**Training - Phase 1**	**292 days**
71	Execute Core Training	2 days
72	Execute Admin Configuration Training	4 days
73	Execute V360 Training	2 days
74	Execute Basic EMSE Training	1 day
75	Execute Report Schema Training	1 day
76	Execute GIS Training	2 days
77	Execute Mobile Office Training (2 Sessions)	1 day
78	Execute Citizen Access Training	1 day
79	Develop Custom Training Materials	24 days
80	Execute Custom End User Training Preparation	5 days

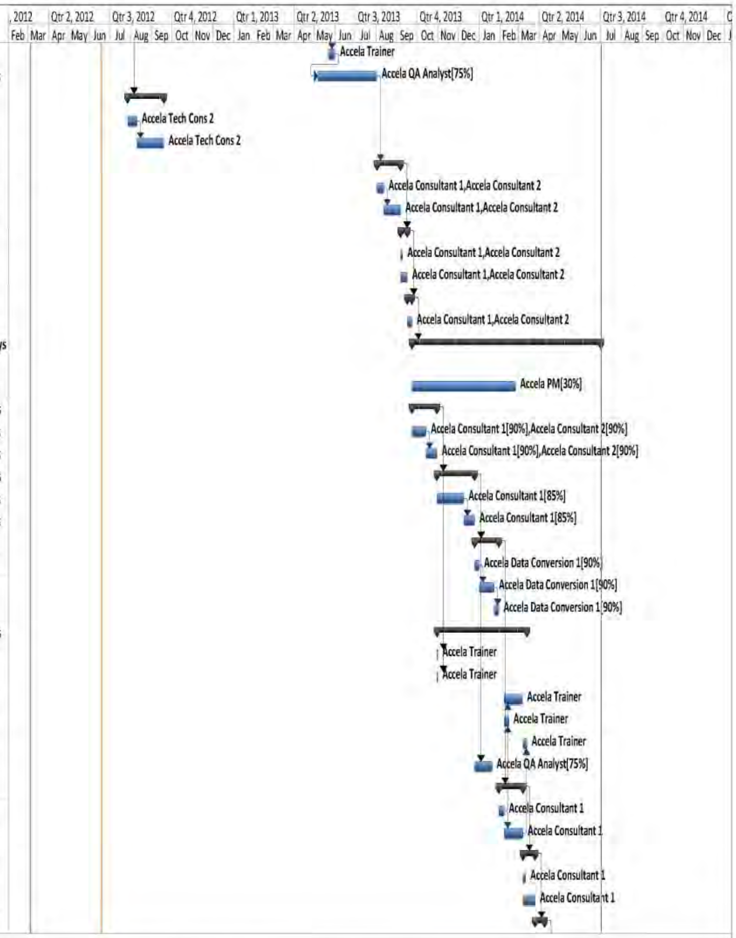


Project: State of Michigan RFP Pla
Date: Tue 6/19/12

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Progress

Page 2

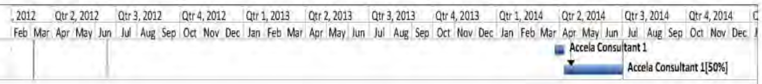
ID	Task Name	Duration
81	Execute End User Training (4 Sessions)	8 days
82	Create Test Documentation - Phase 1	64.33 days
83	**Load/ Stress Testing - Phase 1**	**38 days**
84	Create Load/Stress Testing Plan	10 days
85	Execute Load/ Stress Testing Plan	28 days
86	**User Acceptance Testing - Phase 2**	**25 days**
87	Develop User Acceptance Testing Plan	6 days
88	Execute User Acceptance Testing	19 days
89	**Pre Go-Live Support - Phase 1**	**6 days**
90	Create Go-Live Checklist	1 day
91	Execute Pre Go-Live Support	6 days
92	**Post Go-Live Support - Phase 1**	**5 days**
93	Execute Post Go-Live Support	5 days
94	**Phase 2 - Elevators, Complaints, and Inspector Registration**	**201.31 days**
95	Project Management - Phase 2	110 days
96	**Configuration Analysis - Phase 2**	**27.28 days**
97	Create Configuration Analysis Documentation - P2	14.97 days
98	Create Use Case Documentation - P2	12.31 days
99	**System Configuration - Phase 2**	**40.03 days**
100	Complete System Configuration - P2	28.38 days
101	Complete Event Scripting - P2	11.65 days
102	**Data Conversion - Oracle**	**26 days**
103	Create Data Conversion Specification	5 days
104	Develop Data Conversion	16 days
105	Execute Conversion Testing	5 days
106	**Training - Phase 2**	**96.03 days**
107	Execute Report Schema Training	1 day
108	Execute Mobile Office Training (2 Sessions)	1 day
109	Develop Custom Training Materials	19 days
110	Execute Custom End User Training Preparation	5 days
111	Execute End User Training (2 Sessions)	4 days
112	Create Test Documentation - Phase 2	18 days
113	**User Acceptance Testing - Phase 2**	**26 days**
114	Develop User Acceptance Testing Plan	6 days
115	Execute User Acceptance Testing	20 days
116	**Pre Go-Live Support - Phase 2**	**12 days**
117	Create Go-Live Checklist	2 days
118	Execute Pre Go-Live Support	12 days
119	**Post Go-Live Support - Phase 2**	**10 days**



Project: State of Michigan RFP Pla Date: Tue 6/19/12	Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline				
	Split	External Tasks	Inactive Summary	Manual Summary	Progress				
	Milestone	External Milestone	Manual Task	Start-only					
	Summary	Inactive Task	Duration-only	Finish-only					

Page 3

ID	Task Name	Duration
120	Execute Post Go-Live Support	10 days
121	Execute 90-Day Warranty Phase 2	60 days



Project: State of Michigan RFP Pla
Date: Tue 6/19/12

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	
Summary	Inactive Task	Duration-only	Finish-only	

Page 4

Appendix G – Cost Tables and Payment Schedule

Table 1: Summary of the Project Cost

These costs apply to the 5-year contract base period only, not the option years.

One Time Project Costs			
Item	**Project Cost(s)**	**Cost ($)**	**Comments**
f.	**Deliverables 1 – 26**	2,668,635.00	**See Table 2, Deliverable- based payment schedule.**
g.	**Sub-total of the One-time Project Costs**	**$2,668,635.00**	
On-Going/Future Project Costs			
Item	**Project Cost(s)**	**Cost ($)**	**Comments**
h.	**Software, Maintenance and Support (help desk)**	$1,285,140.00	**See Table 3, Software License, Maintenance and Support Deliverable- based payment schedule.**
i.	**Reserve Bank of Hours**	$92,500.00	**See Table 4, Reserve Bank of Hours**
j.	**Sub-total of the Ongoing/Future Project Costs**	**$1,377,640.00**	
	Total Project Cost	**$ 4,046,275.00**	

Table 2 – Deliverables-based Payment Schedule

Accela invoices the Agency based on the deliverables payments that are referenced below. For deliverables bound by a specific budget of estimated hours, Accela and the Agency will agree upon and document the prioritized activities, work products and acceptance criteria prior to beginning work on that deliverable. If additional scope not identified in this Roles and Responsibilities Document arises, the additional scope will be addressed through the documented Project Change Order Process and will be approved by both Accela and the Agency.

Deliverable Description	Amount
Deliverable 1: Project Initiation	$400,295.25
Deliverable 2: Accela Automation setup	$53,372.70
Deliverable 3A: Configuration Analysis	$336,248.00
Deliverable 3B: Configuration Analysis	$294,106.29
Deliverable 4A: Accela Automation System Configuration	$205,484.90
Deliverable 4B: Accela Automation System Configuration	$188,064.96
Deliverable 5: Event Management Scripting Assistance	$73,608.90
Deliverable 6: Permits Plus Historical Data Conversion	$103,372.70
Deliverable 7: Plan Review Oracle Historical Data Conversion	$53,372.70
Deliverable 8: Standard Licensed Professional Data Conversion	$26,686.35
Deliverable 9: Standard Address, Parcel and Owner (APO) Data Conversion	$26,686.35
Deliverable 10: Elevator Permits Data Conversion (COBOL)	$26,686.35
Deliverable 11: Complaint Files Data Conversion (FileMaker Pro)	$26,686.35
Deliverable 12: Inspection Data Collection data conversion	$26,686.35
Deliverable 13: Inspection Registration Data Conversion (Fox Pro)	$26,686.35
Deliverable 14: Report Specification / Development	$106,745.40
Deliverable 15: Integration to C3 Central Cashiering System	$26,686.35
Deliverable 16: Integration to IRMA	$26,686.35
Deliverable 17: Integration to Michigan Business One Stop	$160,118.10
Deliverable 18: Accela Citizen Access Installation and Configuration	$26,686.35
Deliverable 19: Accela GIS Installation and Configuration	$26,686.35
Deliverable 20: Accela Mobile Office Configuration	$53,372.70
Deliverable 21: Administrative and Technical Training	$26,686.35
Deliverable 22A: Daily User Training	$74,721.78
Deliverable 22B: Daily User Training	$32,023.62
Deliverable 23A: User Acceptance Testing (UAT)	$69,384.51
Deliverable 23B: User Acceptance Testing (UAT)	$37,360.89
Deliverable 24A: Pre Go-Live Support	$26,686.35
Deliverable 24B: Pre Go-Live Support	$26,686.35
Deliverable 25A: Post Deployment Support	$26,686.35
Deliverable 25B: Post Deployment Support	$26,686.35
Deliverable 26: Warranty Period and Transition to CRC	$26,686.35
Total	**$2,668,635.00**

Table 3: Software License, Maintenance and Support

This table is a summary. The tables for individual software are shown in Table 3A.

Item	Cost Categories			Comments
	Software ***LICENSE*** cost	Cost ($) for years 6 - 7	Cost ($) for years 1 - 5	Accela GIS software cost is due upon contract signing. This is a one-time cost, not a recurring cost.
	First Year (after warranty period)		$	
	Second Year		$	
	Third Year		$	
	Fourth Year		$	
	Fifth Year		$	
	Sixth year	$		
	Seventh year	$		
	Total Software and Hardware *LICENSE* Recurring Costs, for years 1 - 5	**Accela GIS Server software and 29 User Packs of 5 Named Users**	**$106,550.00**	
	Software *MAINTENANCE AND SUPPORT* cost, for years 1 - 5	**Cost ($) for years 6 - 7**	**Cost ($) for years 1 - 5**	First year Annual Maintenance cost is due upon signing. Maintenance cost are fixed for 5 years then will increase 3% year after year.
	First Year		**$257,028.00**	
	Second Year		**$257,028.00**	
	Third Year		**$257,028.00**	
	Fourth Year		**$257,028.00**	
	Fifth year		**$257,028.00**	
	Sixth year	**$264,739.00**		
	Seventh year	**$272,681.00**		
	Total Software *MAINTENANCE AND SUPPORT*, for years 1 - 5		**$1,285,140.00**	
J	**Software License, Maintenance and Support costs, for years 1 - 5**		**$1,391690.00**	

Should the State elect to purchase future software licenses, the State may purchase them in named user packs of five (5) and annual maintenance will be 20% of the list price of software purchased. The following pricing is valid for the initial five-year term:

- *Accela Land Management named user pack, which includes five (5) users at $10,995 per user pack.*
- *Accela Licensing & Case Management named user pack, which includes five (5) users at $10,995 per user pack.*
- *Accela Mobile Office named user pack, which includes five (5) users at $10,995 per user pack.*
- *Accela GIS named user pack, which includes five (5) users at $3,295 per user pack.*

Table 3a: For Individual Software, show the recurring Costs: Software License, Maintenance and Support

	Cost Categories			Comments
	Software *LICENSE* cost	**Cost ($) for years 6 - 7**	**Cost ($) for years 1 - 5**	Accela Land Management Server Software ; Accela Land Management User License Packs (includes 5 named users per pack) 29 packs; Accela Licensing and Case Management Server Software; Accela Licensing and Case Management User License Packs (includes 5 named users per pack) 29 packs; Accela Citizen Access Department Site License for State; Accela Mobile Office Server Software; Accela Mobile Office User License Packs (includes 5 named users per pack) 21 packs The server software starts with 5 licenses. This is a one-time cost, not a recurring cost.
	First Year		**$**	
	Second Year		**$**	
	Third Year		**$**	
	Fourth Year		**$**	
	Fifth Year		**$**	
	Sixth year	**$**		
	Seventh year	**$**		
	Total Software and Hardware *LICENSE* Recurring Costs, for years 1 - 5	**Accela GIS Server software and 29 User Packs of 5 Named Users**	**$ 106,550.00**	
	Software *MAINTENANCE AND SUPPORT* cost, for years 1 - 5	**Cost ($) for years 6 - 7**	**Cost ($) for years 1 - 5**	
	First Year (after warranty period) Accela Land Management Accela Licensing Management Accela Mobile Office Accela GIS Accela Citizen Access for State Dept. Site License First Year Total		**$ 74,770.00** **$ 74,770.00** **$ 56,178.00** **$ 21,310.00** **$ 30,000.00** **$ 257,028.00**	
	Second Year Accela Land Management Accela Licensing Management Accela Mobile Office Accela GIS Accela Citizen Access for State Dept. Site License Second Year Total		**$ 74,770.00** **$ 74,770.00** **$ 56,178.00** **$ 21,310.00** **$ 30,000.00** **$ 257,028.00**	

	Third Year Accela Land Management Accela Licensing Management Accela Mobile Office Accela GIS Accela Citizen Access for State Dept. Site License Third Year Total		**$ 74,770.00** **$ 74,770.00** **$ 56,178.00** **$ 21,310.00** **$ 30,000.00** **$ 257,028.00**	
	Fourth Year Accela Land Management Accela Licensing Management Accela Mobile Office Accela GIS Accela Citizen Access for State Dept. Site License Fourth Year Total		**$ 74,770.00** **$ 74,770.00** **$ 56,178.00** **$ 21,310.00** **$ 30,000.00** **$ 257,028.00**	
	Fifth year Accela Land Management Accela Licensing Management Accela Mobile Office Accela GIS Accela Citizen Access for State Dept. Site License Fifth Year Total		**$ 74,770.00** **$ 74,770.00** **$ 56,178.00** **$ 21,310.00** **$ 30,000.00** **$ 257,028.00**	
	Sixth year	**$ 264,739.00**		
	Seventh year	**$ 272,681.00**		
	Total Software *MAINTENANCE AND SUPPORT*, for years 1 - 5		**$ 1,285,140.00**	
	Software License, Maintenance and Support costs, for years 1 - 5		**$ 1,391,690.00**	

Table 4: Reserve Bank of Hours

Item	Staffing Category	Firm Fixed Hourly Rate (FIXED FOR THE 5-YEAR BASE PERIOD)	Est. Hours (5 year total)	Future Enhancement Cost
K.	Project Manager	$185.00	N/A	N/A
	Business Analyst	$185.00	N/A	N/A
	System Analyst	$185.00	N/A	N/A
	Developer	$185.00	N/A	N/A
	Database administrator	$185.00	N//A	N//A
	Q/A Manager	$185.00	N/A	N/A
	Security Specialist	$185.00	N//A	N//A
	Testers	$185.00	N/A	N/A
	Technical Writers	$185.00	N/A	N/A
	System Architect	$185.00	N/A	N/A
	Training Specialists	$185.00	N/A	N/A
	Calculate the average hourly rate, of the staffing	N/A		N/A
	Future Modifications and/or Optional On-Site Maintenance Costs (multiple the average hourly rate X 500 hours)	N/A	500	$92,500.00

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract 5-YEAR BASE PERIOD. Travel and other expenses will not be reimbursed. "Estimated Hours" and "Extended Price" are non-binding and will be used at the State's discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.

2. The State intends to establish funding for up to five-hundred (500) hours over the five year life of the application for system modifications or optional on-site maintenance provided pursuant to Exhibit _____ ("Maintenance), Subsection 3.1.5. Hours in excess of the reserve bank of five-hundred (500) will be provided at rates of $185 per hour for both on-site and off-site work, provided that any on-site work shall require a minimum of twenty-four (24) hours for any requested engagement. Actual funding for the modifications and/or maintenance will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:

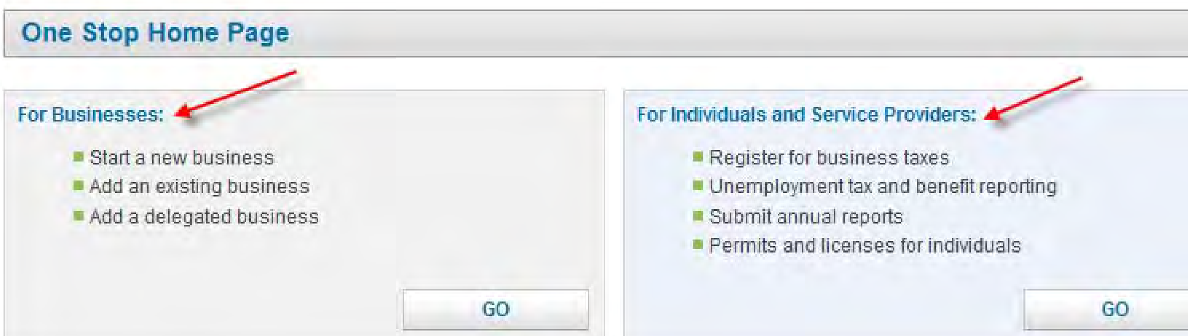
- Background
- Project Objective
- Scope of Work
- Deliverables
- Acceptance Criteria

- Project Control and Reports
- Specific Department Standards
- Payment Schedule
- Travel and Expenses
- Project Contacts
- State Responsibilities and Assumptions
- Location of Where the Work is to be Performed
- Expected Contractor Work Hours and Conditions

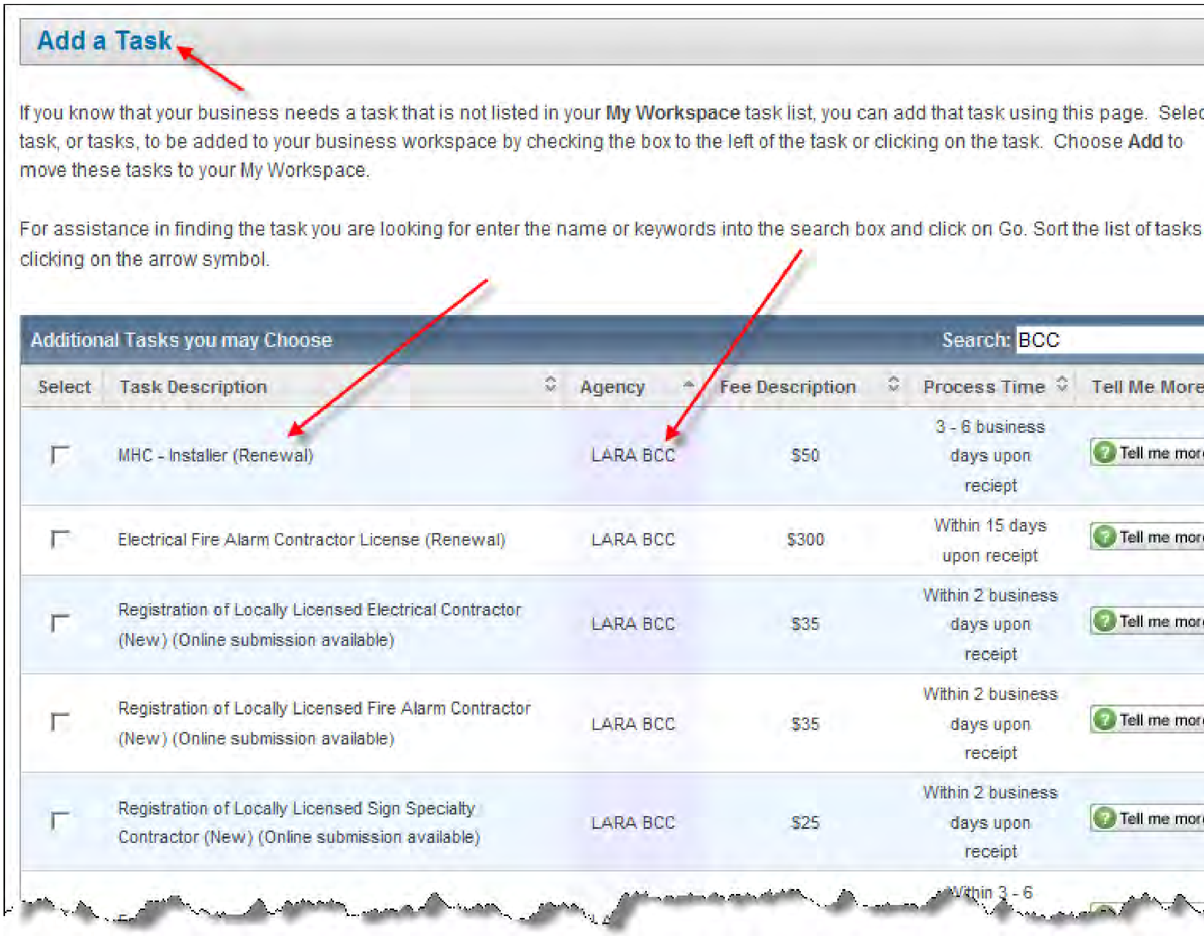
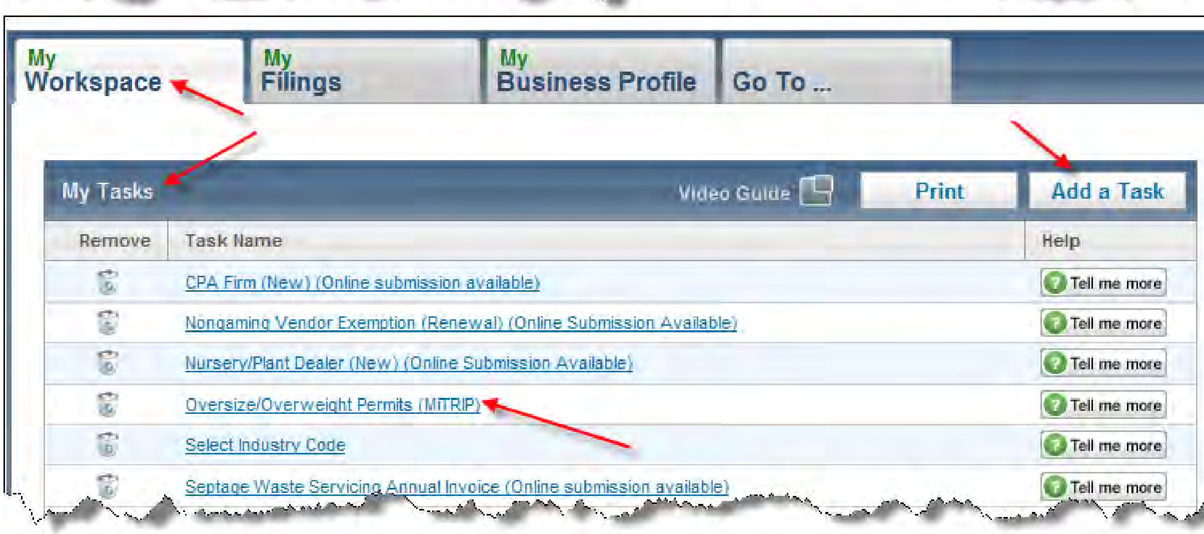
4. The parties agree that the Services/Deliverables to be rendered by Contractor using the future services/rate card on this Contract will be defined and described in detail in separate Statements of Work. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.

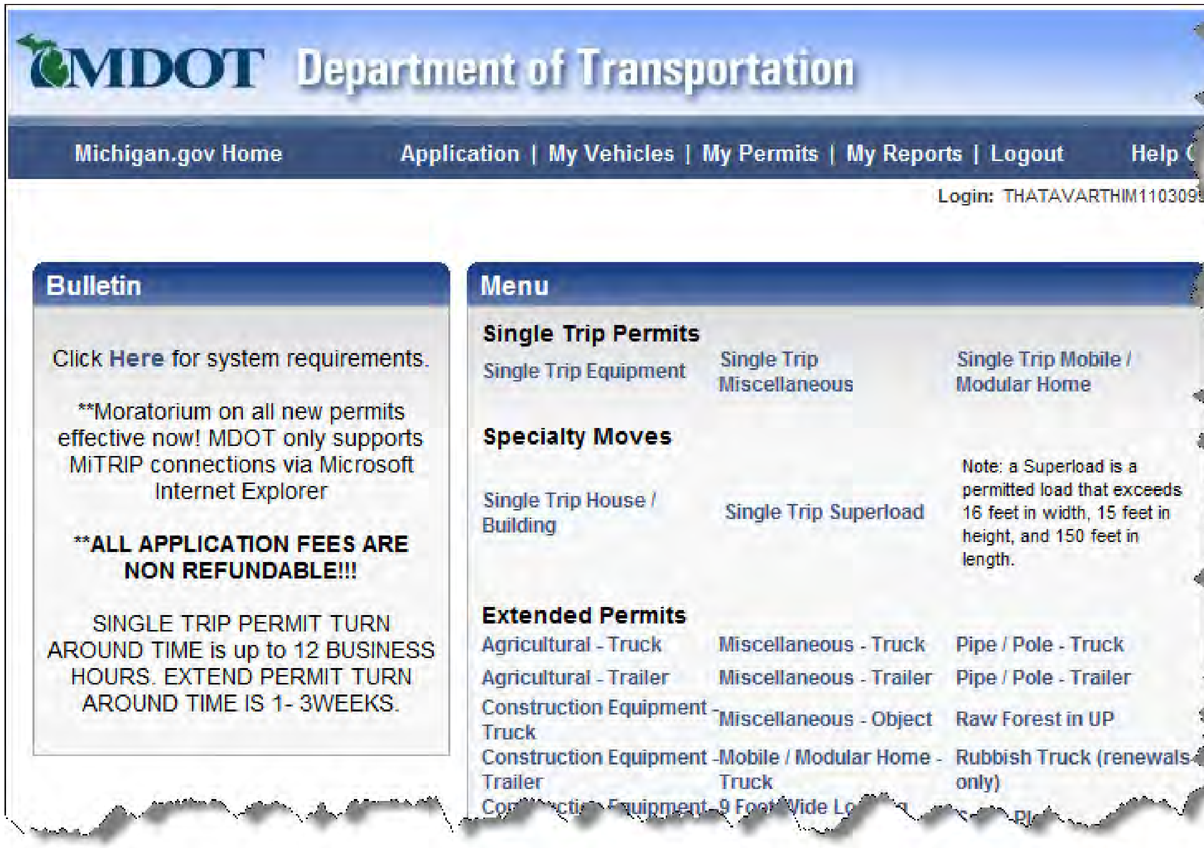
Appendix H
Michigan Business One Stop – Agency Integration Requirements

- Review Business One Stop Agency Integration guide to get an overview of MBOS modules and interfaces. The latest agency integration guide is available at MBOS SharePoint site http://inside.michigan.gov/sites/dtmb/onestop/default.aspx. Contact MBOS team if you do not have access to the above website or need a copy of this document.
- Review the MBOS website in DEV or QA environment to get a feel for the website and see the agency systems and online forms that were already integrated.
  - DEV – https://onestopdev.michigan.gov
  - QA – https://onestopqa.michigan.gov
  - PROD – http://www.michigan.gov/business or https://onestop.michigan.gov
- Identify the integration type:
  - Businesses only or Individual/Service Providers only or both.



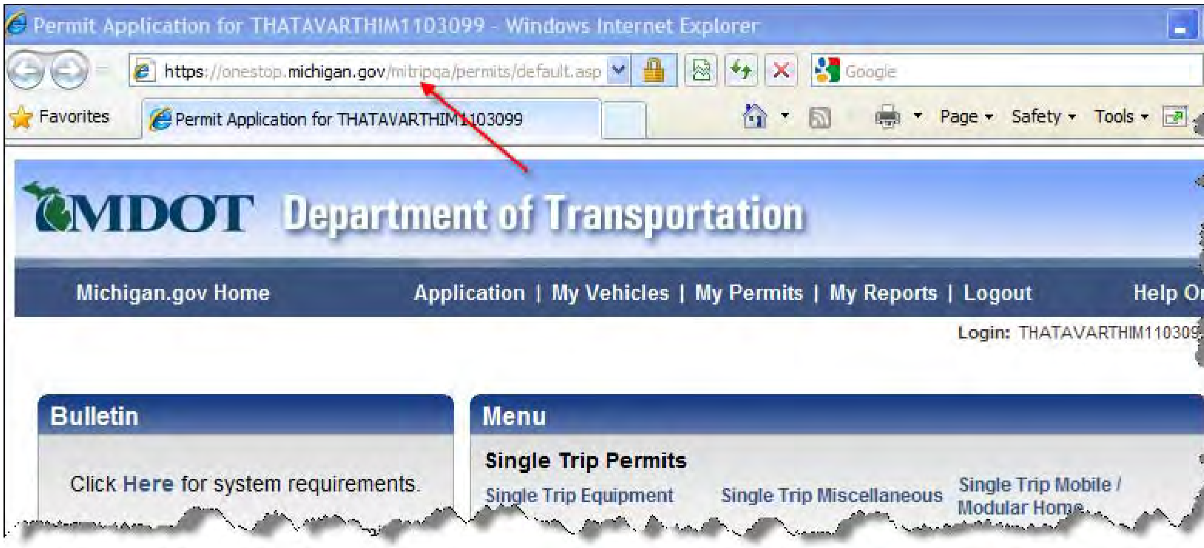
  - Using MBOS Online Forms Framework or an application developed/hosted on the agency staff.
- For online forms using MBOS Online Forms Framework, refer to Online Forms Developer guide at MBOS SharePoint website. Agency staff performs the development and testing of the form. MBOS team performs the deployments.
- Identify the License permit types, MBOS tasks and the associated landing points in the agency system (links tasks to agency system). For example, Overweight/Oversize permit is a MBOS task and the associated landing point is MDOT's MiTRIP application.

- o 
Add a Task
If you know that your business needs a task that is not listed in your My Workspace task list, you can add that task using this page. Selec
task, or tasks, to be added to your business workspace by checking the box to the left of the task or clicking on the task. Choose Add to
move these tasks to your My Workspace.
For assistance in finding the task you are looking for enter the name or keywords into the search box and click on Go. Sort the list of tasks
clicking on the arrow symbol.
Additional Tasks you may Choose
Search: BCC
Select
Task Description
Agency
Fee Description
Process Time
Tell Me More
MHC - Installer (Renewal)
LARA BCC
$50
3 - 6 business days upon reciept
Electrical Fire Alarm Contractor License (Renewal)
LARA BCC
$300
Within 15 days upon receipt
Registration of Locally Licensed Electrical Contractor (New) (Online submission available)
LARA BCC
$35
Within 2 business days upon receipt
Registration of Locally Licensed Fire Alarm Contractor (New) (Online submission available)
LARA BCC
$35
Within 2 business days upon receipt
Registration of Locally Licensed Sign Specialty Contractor (New) (Online submission available)
LARA BCC
$25
Within 2 business days upon receipt
Within 3 - 6
- o 
My Workspace
My Filings
My Business Profile
Go To ...
My Tasks
Video Guide
Print
Add a Task
Remove
Task Name
Help
CPA Firm (New) (Online submission available)
Nongaming Vendor Exemption (Renewal) (Online Submission Available)
Nursery/Plant Dealer (New) (Online Submission Available)
Oversize/Overweight Permits (MiTRIP)
Select Industry Code
Septage Waste Servicing Annual Invoice (Online submission available)
Tell me more



o

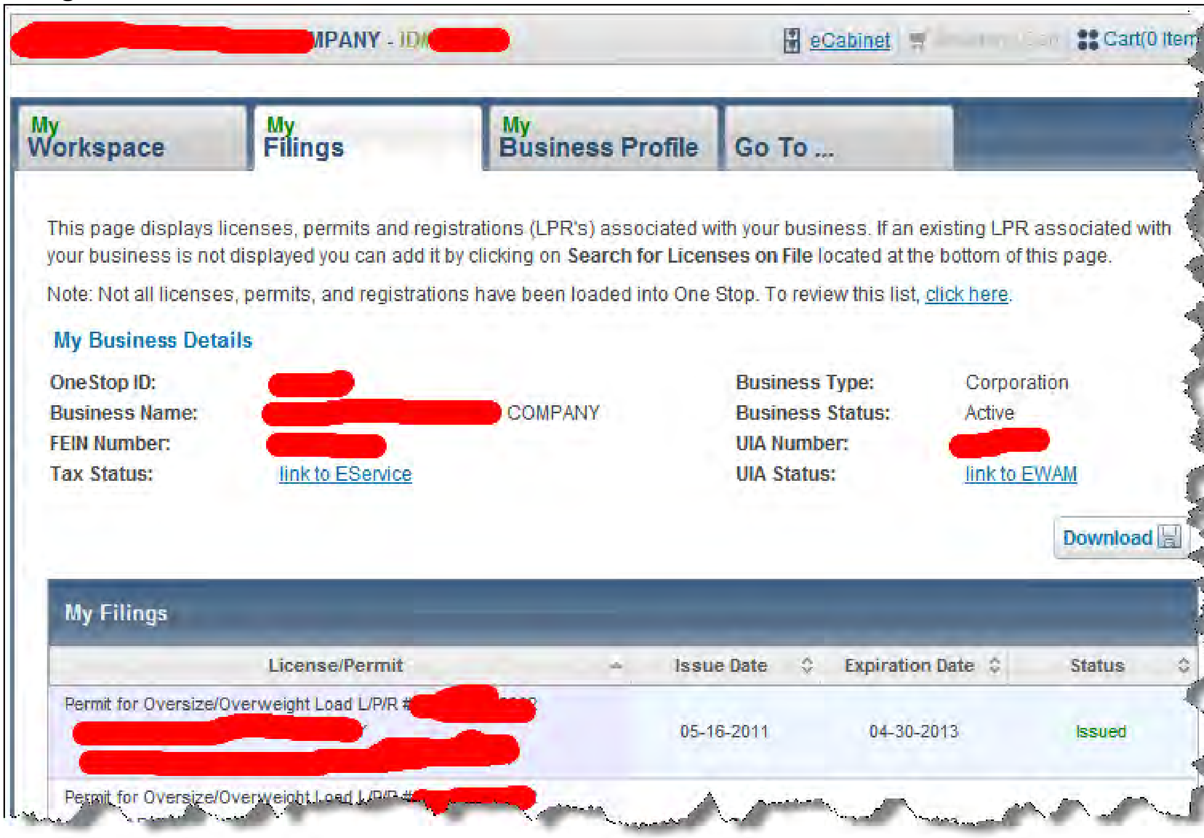
- When the user/customer clicks a task link, the agency system will be launched. Agency system will have access to a browser cookie “oneStopCookie” set by MBOS with the following information. Agency system needs to use this information appropriately. For more information, refer to the Agency Integration Guide.
    - One Stop Business id, Agency business id, License permit type id, Process id/transaction id and Task id separated by “|”
    - E.g. 12345|-1|76567|145454|T0123
    - Customer SSO user id, Last name, Full name, e-mail address and telephone number will be available in HTTP request headers.
- Request the required SSO (Single-Sign-On) junction(s) to make the agency system accessible via MBOS. Authentication and authorization to the agency system will be controlled by SSO.



o

- Request the required firewall rules between SSO servers, MBOS servers and server(s) hosting the agency system. For request forms and instructions, refer to the MBOS SharePoint website.
- Use MBOS web services to get Business Profile information, add items to the shopping cart, get shopping cart item details, to scan files uploaded by customers, and post status information about the customer Licenses/Permits/Renewals. For more information about the web services, WSDL and examples, refer to Agency Integration Guide.
- To invoke MBOS web services, the agency system needs to have an “id” and “auth token”. Both id and auth token need to be passed with every web service request. MBOS validates the id and token to make sure the agency system is allowed to access the MBOS web services.
- Access to all MBOS web services is also restricted based on the agency system server IP address. All server IP addresses of the agency system need to be part of this white list.
- Implement the MBOS notification web services according to MBOS notification WSDL. MBOS invokes these agency web services to notify the agency system about the items deleted from shopping cart and whenever a payment is made. For more information about the notification WSDL, refer to the Agency Integration Guide.
- Every item added to the shopping cart needs to have a SKU. This SKU will be used to disburse the collected funds to appropriate agency via State of Michigan MAIN accounting system. All the required SKUs and associated funding source need to be configured in MAIN. Same SKUs need to be stored in MBOS.
- Use MBOS AUTH and STAT batch processes or web services to post AUTH and Status information to MBOS. Status message will appear on the MBOS Business workspace area and inform the user about the status of their transactions. AUTH process informs the users about the licenses, permits and registrations’ status

and expiration date. For more information about these processes, refer to the Agency Integration Guide.



o

- Identify the BOAT (Business One Stop Agency Tool) users and configure their user accounts to allow access. BOAT application is used to process refunds, review submitted online forms, post status, create notification rules, and create task rules etc.
- Train CAC staff about the agency system so that they're ready to help the customers. Also, provide agency contact information to CAC to escalate the trouble tickets.

Integration Checklist

S.No	Task	Responsible
1	Train CAC - Identify estimated number of transaction per month.	Agency to contact / schedule with CAC (Samantha Hopkins, John Lang)
2	Get accounting approval for go-live	Agency to contact accounting
3	Get CAC approval for go-live	Obtained by CAC (John Lang)

S.No	Task	Responsible
4	Confirm PROD scripts are ready to: - Create agency system id & auth token - Create LPR type - Create One Stop Tasks - Link tasks to Agency URL - Create SKUs - Create agency_system_notification - Create individual task	One Stop
5	Create Junctions so App-Launcher can launch the agency system and add server IP addresses to allow shopping cart web service to SSO	John Moore (Application form and instructions available from One Stop)
5.1	Create Remedy Help Desk ticket for SSO junctions	One Stop (Navin)
5.2	Provide production environment task URL	Agency
5.3	Confirm firewall rules are set up for agency system	Agency
5.4	Confirm access to app servers	SSO Team
5.5	Create and test SSO Junctions	SSO Team
5.6	Confirm access to One Stop servers through SSO for web service calls	Agency
6	Pre-launch communication items	CAC & Agency
7	Complete UAT	Agency
8	Provide auth token for web services to agency	One Stop (Navin)
9	Notify CAC of date and time of * Release	One Stop
10	Start sending AUTH / STAT data to PROD.	Agency
11	Run DB scripts (except changing task URL) to modify task names. Set up Agency System table and task table entries with Prod settings and add SKU.	One Stop (Application DBA)
12	Get Notification from Agency that agency system server is up and running	One Stop (Rick)
13	Test Junctions by typing URL after logging into SSO	SSO Team (Girish) / One Stop (Rick)
14	Run DB script change task URL	One Stop (Application DBA)
15	Validate application in Prod for less than 1 hour. **During Weekend**	Agency / One Stop - Only for new agencies
16	Set URL back to previous links until MM/DD once notified of successful testing by Agency	One Stop (Application DBA)
17	Notify Team and CAC of Go / No Go Decision using the One Stop Distribution List 'Build Notification List'	One Stop (Management)
18	If go, run DB script change task URL	One Stop (Application DBA)
19	Validate application in Prod	Agency / One Stop (Application DBA)

S.No	Task	Responsible
20	Update MAIN batch job emails to include ______, ______, ______, ______ ______, ______.	System DBA

Appendix I – standard data conversion provisions

The following information is intended to provide detailed information related to the scope, inclusions and exclusions that comprise Contractor's standard data conversion offerings. Contractor understands the complexity and level of detail inherent in conversion activities and provides this information in an effort to address common questions and misconceptions. Any conversion activities not included in the Standard Data Conversion Assumptions section below are considered out of scope, and can be addressed through a change order for Contractor services, or can potentially be executed by the Agency, depending on the nature of the tasks and the skills required.

General Information AND Requirements for Historical Conversions

- The standard historical data conversion includes converting only transactional tables and current APO and Professional License (CAED) tables. It does ***not*** include the work to develop APO periodic updates.
- Contractor shall ***not*** convert every single data element in the client's legacy database. Each field of data with a corresponding location in Accela Automation can be mapped and converted. Note: for Permits' Plus-to-Accela Automation conversions, data will be converted per the standard database schema
- Extensive quality assurance by the client is recommended to verify accurate transfer of data. Contractor shall perform unit testing of the conversion program and perform spot checks of the data within AA to rule out data corruption.
- A complete configuration must exist as data conversion is heavily dependent upon configuration. In particular:
    - CAP types must be configured and work flow must be established for each CAP type prior to conversion,
    - Configuration of application specific information must exist,
    - Client sign off on data maps is required prior to executing the first conversion run.

Standard Data Conversion Assumptions

- **"As-Is" Approach:** Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" into Accela Automation. "As-is" means no data transformation (unless the Contractor Data Mapping tool enables the data transformation) and also means the mapping will be field-to-field, such that a single field is mapped to a single field. "As-is" means the data will look in AA exactly as it appears in the legacy system.
- **Standard Data Inclusions:** Permit Detail (work order detail), Parcel, Address, Owners, Contractors, Contracts, Job valuation, People, Addresses, Inspection types, Fees**.**
- **Data Mapping Tool Use**: Data can be mapped using the Contractor Data Mapping tool, an Accela Automation implementation tool used to map legacy data into Accela Automation. The standard allows for certain types of mappings. For example, a legacy 'yes/no' field that would map to an AA yes/no field is allowed for within the standard. Another example the tool allows is mapping a legacy '1 or 0' to a checkbox field in AA. An example of mapping that is NOT standard is mapping a legacy text field value into a dropdown box in AA.
- **Database Formats**: for historical conversions that utilize the data mapping tool, data must be provided in either an MS SQL Server or Oracle database. Contractor can provide a list of the most recent versions of each that are supported at contract signing. (Note that APO and Licensed Professional data can be provided in Oracle, MS-SQL Server, MS Access, or pipe delimited flat file because these two conversions do not utilize the data mapping tool).
- **Documents**: The standard data conversion includes converting documents to ADS in AA provided the client provides the documents in a structure Contractor requires. The documents will be converted to ADS and written/stored in a file system, not a database.

- **Conditions**: Conditions of approvals can be mapped to workflow using the Data Mapping Tool and are standard *provided they correlate and are configured to a work flow item in AA*. Conditions of lock/hold/notice are standard.
- **Guidesheets:** Guidesheet conversion for any product *other than* Permits' Plus and Tidemark is part of the standard.
- **Concatenating data/rules**: The following are the standard data concatenation/translation rules:
    - Record level concatenation (e.g. Fielda & " and " & Fieldb),
    - Type casting with defaulting (e.g. convert a string to a date or number if translation is possible,
    - Null checked on required fields,
    - Add two numbers (e.g. NumberA + NumberB),
    - Translate legacy items that fit into the predefined translation tables,
    - Eliminate duplicated records.

<u>Non Standard Data Conversion Items (Exclusions)</u>

- Data scrubbing/cleansing;
- Concatenating data/rules: The following are NOT standard data concatenation/translation rules:
    - Vertical concatenation,
    - Parsing
    - Special exclusion rules Ex. Only when fields > 50 characters,
    - Custom translation outside of the normally defined translations;
- Translating text box values in legacy system to dropdown object in AA;
- Parsing data (e.g. names, addresses);
- Converting business-specific rules - cannot be mapped in the Data Mapping tool;
- Fee screen items converting to application comments for any legacy product;
- Virtual data items (this is related to the Permits' Plus product only);
- Hearing calendars;
- Sets or models;
- Permits' Plus and Tidemark Guidesheets;
- Renewable Data.

Appendix J – Accela Automation Standard Reports

Report Name	Description	Parameters
Address Activity	Details of applications associated with the specified address, for the specified module(s).	Address, Primary Address Only?, Module(s)
Assessor Report	Details (include valuation) of applications filed or issued during specified date range. User can filter by file date or by workflow task/date. Grouped by application type/subtype.	Application Type, Date Range, Filter By, Workflow Task & Status
Building Permit-HTML	Building Permit showing application details (e.g., job address, owner, applicant, Contractor, valuation, fees, etc.) and customizable legal declaration. Legal declaration may be supplied by agency. In HTML format & accessed from Permit tab only.	Application Number
C404	C404 report to U.S. Census Bureau. Provides data required for the following C404 form sections: (3) New Residential Buildings, (4) Additions, Alterations & Renovations to Existing Structures, (5) Construction over $500,000	Application Type, Workflow Task & Status, Status Date
Certificate of Occupancy	Certificate of Occupancy, showing permit #, owner name and address, and property address.	Application Number
Fee Payment by Account	Details of payments and refunds applied during the specified date range. Grouped by account number.	Payment Date Range
Fee Payment by Application	Payment summaries for applications filed during the specified date range and for the specified application type (optional).	File Date Range, Application Type
Inspection Activity	Details of scheduled and completed inspections for the specified date range, inspector (optional) and application type (optional). Grouped by Inspector and date.	Inspection Date, Inspector, Application Type
Inspection Count	Count of inspections during the specified date range, both by Inspector and by Inspection Type. User can specify scheduled inspections, completed inspections, or both. User can choose to show counts by C404 code.	Inspection Date, Scheduled or Completed Inspections, Show Inspector-Inspection Details?, Count by C404 Code?
Inspection Request List	Details of scheduled inspections for the specified date, inspector, or application number. Inspections are grouped by inspector, then application number.	Inspection Date, Inspector, Application Number, Sort By
Inspection Result List	Details of inspections for which a result has been assigned, for the specified date, inspector, or application number. Inspections are grouped by inspector, then application number.	Inspection Date Range, Inspector, Application Number, Sort By
Monthly Permit Summary	Details of applications filed during the specified date range and for the specified application type (optional).	File Date Range, Application Type
Permit	Permit showing details including job address, work description, parcel number, owner, Contractor, and fees.	Application Number

EXHIBIT A: MAINTENANCE

- This Maintenance Agreement ("Maintenance") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

- Term and Termination

  - Term This Maintenance is effective as of the effective date of the Contract ("Effective Date") and will continue for a period of five (5) years. State may elect to continue its maintenance coverage for additional annual terms by paying to Contractor the fees associated with such terms when these are due; said fees will be calculated as a three-percent (3%) increase from the prior annual term's maintenance fees. Should State fail to renew its maintenance coverage or pay the applicable fees, Contractor reserves the right to withhold all support. If State resumes maintenance coverage after one or more periods without such coverage, State will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

  - Termination Either party may terminate if the other party materially breaches this Maintenance and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. State may cancel this Maintenance at any time by communicating said cancellation to Contractor in writing. Upon any termination, expiration, or cancellation of this Maintenance, all rights granted to State are cancelled and revert to Contractor.

- Scope of Maintenance

  - Maintenance Services

    - Telephone Support Contractor will provide State with a telephone number to contact the Customer Resource Center (CRC), Contractor's live technical support facility, which is available from 7:00 a.m. until 9:00 p.m. Eastern time Monday through Friday, excluding Contractor's observed holidays.

    - E-Mail Support Contractor will provide State with one or more electronic mail addresses to which State may submit routine or non-critical support requests, which Contractor will address during its regular business hours.

    - Online Support Contractor will provide State with access to archived software updates and other technical information in Contractor's online support databases, which are continuously available.

    - Remote Support When required to properly resolve a maintenance request, Contractor will provide remote assistance to State via a mutually-acceptable remote communications method.

    - On-Site Support Support will be provided via remote access. However, if that is unsuccessful in solving the problem, then the Contractor will provide on-site assistance.

- Software Updates Contractor will provide revisions of and enhancements to maintained software products to State as such updates are generally-released by Contractor. Software updates will be delivered or made available to State for electronic download from Contractor's File Transfer Protocol ("FTP") site.

o Maintenance Limitations

- Limitations Generally The following are not covered by this Maintenance, but may be separately available at rates and on terms which may vary from those described herein:
  - Services required due to misuse of the Contractor-maintained software products;
  - Services required due to software corrections, customizations, or modifications not developed or authorized by Contractor;
  - Services required by State to be performed by Contractor outside of Contractor's usual working hours;
  - Services required due to external factors including, but not necessarily limited to, State's use of software or hardware not authorized by Contractor;
  - Services required to resolve or work-around conditions which cannot be reproduced in Contractor's support environment;
  - Services which relate to tasks other than maintenance of State's existing implementation and configuration of the Contractor-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
  - Services requested by State to implement software updates provided by Contractor pursuant to this Maintenance; and
  - New or additional applications, modules, or functionality released by Contractor during the term of this Maintenance.

- Legacy Releases Contractor will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Contractor will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Contractor will not be provided pursuant to this Maintenance, but may be separately available at rates and on terms which may vary from those described herein.

o Warranty Contractor will commence and complete the maintenance obligations described in this Maintenance in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Contractor's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. Contractor may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, State's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to Contractor for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding State's maintenance request.

- Other Terms and Conditions

- State Obligations As required, State will provide Contractor with appropriate access to State's facilities, data systems, and other resources. If Security restrictions impair such access, State acknowledges that some maintenance services hereunder may not be provided to State. It is State's sole responsibility to maintain current backup copies of its data and of its implementation of Contractor's software products. If State's failure to create proper backups substantially increases the difficulties of any remedial actions by Contractor hereunder, Contractor reserves the right to charge State for any extra work reasonably-attributable to such increased difficulty, as calculated at Contractor's then-current time-and-materials rates.

- Proprietary Rights The remedial methods, software updates, and product information provided to State pursuant to this Maintenance are protected under the laws of the United States and the individual states and by international treaty provisions. Contractor retains full ownership in such items and grants to State a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this Maintenance and other agreements between Contractor and State.

- Limitation of Liability Contractor provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this Maintenance; Contractor bears no liability for and has no obligation to remedy such effects. Except as set forth herein and in the Contract, Contractor provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables.

- Force Majeure If either party is delayed in its performance of any obligation under this Maintenance due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

- Survival The following provisions will survive the termination or expiration of this Maintenance: Section 2.1, as to State's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 3.3, as to limitation of remedy; and Section 4 and all subsections thereof with the exceptions of Subsections 4.1 and 4.4.

- Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by State.

- Severability and Amendment If any particular provision of this Maintenance is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Maintenance, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Maintenance will be effective unless it is described in writing and signed by the Parties.

Attachment Follows.

END OF DOCUMENT

EXHIBIT B: LICENSE

1) This License is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2) Term and Termination

   a) Term This License is effective as of the effective date of the Contract ("Effective Date") and will continue until terminated as provided herein.

   b) Termination Either party may terminate if the other party materially breaches this License and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. State may cancel this License at any time by communicating said cancellation to Contractor in writing. Upon any termination or cancellation of this License, all rights granted to State are cancelled and revert to Contractor.

3) Intellectual Property License

   a) License The Contractor-provided software products ("Software") listed in the Contract are protected under the laws of the United States and the individual states and by international treaty provisions. Contractor retains full ownership in the Software and grants to State a perpetual (except as otherwise provided in Section 2, *supra*), nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

      i) The Software is provided for use only by State employees and by agents working under State direction, to the extent of those agents' State-related responsibilities.

      ii) The Software will be delivered or made available to State for electronic download from Contractor's File Transfer Protocol ("FTP") site.

      iii) The Software may be installed on one or more computers but may not be used by more than the number of users for which the State has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software.

      iv) State may make backup copies of the Software only to protect against destruction of the Software. State may copy Contractor's documentation only for internal use by State's employees.

      v) State may not make any form of derivative work from the Software, although State is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to State by Contractor.

      vi) State may not obscure, alter, or remove any confidentiality or proprietary rights notices.

      vii) State is liable to Contractor for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur as a result of State's negligent or intentional acts.

viii) State may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this License.

ix) State may not decompile or reverse-engineer the Software.

x) All rights not expressly granted to State are retained by Contractor.

b) License Warranties

i) Contractor warrants that it has full power and authority to grant this license and that, as of the effective date of this License, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Contractor will secure for State the right to continue using the Software or modify the Software so that it does not infringe. Contractor will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

ii) Contractor has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Contractor. Contractor provides no warranty whatsoever for any third-party hardware or software products.

iii) Except as expressly set forth herein or in the Contract, Contractor disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

4) Other Terms and Conditions

a) Removal and Destruction of Software Within ten (10) business days following termination or cancellation of this License by either Party, State will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. State will certify said removal and destruction to Contractor within fifteen (15) business days following termination of this License. This Section will survive the termination or expiration of this License.

b) Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by State.

c) Severability and Amendment If any particular provision of this License is determined to be invalid or unenforceable, that determination will not affect the other provisions of this License, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this License will be effective unless it is described in writing and signed by the Parties.

Attachment Follows.

END OF DOCUMENT